City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, January 22, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-39 Approve the Agenda for the Regular meeting of January 22, 2020, as presented or with amendments.

Attachments: 01-22-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-52 Approve the Minutes of the November 13, 2019 Regular City Council meeting as written or with amendments.

Attachments: 11-13-2019 Final.pdf

Exhibit A - Rezone - Cox Rd Corridor.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-45 Informational Annual Investment Report for FY2019. (Finance Director)

Attachments: City of Cocoa AGG Asset Allocation for September 2019.pdf

FY19 PTA Investment Program Review.pdf

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-33 Approve Task Order # 5 and the Purchase Order for Stantec Consulting Services Inc., for a complete Water/Sewer and Reclaim Utility Rate Study, using the Continuing Financial Services Agreement. Approve BAF 20-027-T and a Budget Resolution Amending the FY 2020 Budget. (Finance Director)

Attachments: 03_13_19_ Agreement for Continuing Financial Analysis Services.pdf
Budget Resolution FY 2020.docx
Task Order #5- FY20 Water and Sewer Full Rate Study.pdf
BAF 20-027-T -UT-Utility Rate Study (1-22-19)~ Agenda 20-033.pdf

VI.2 20-37 Approve Amendment #2 to Task Order 2020-102 with CH2M Hill Engineers, Inc. for Temporary Critical Support for Water Field Operations Division and Cross Connection Control (CCC) Program; To Approve Amendment #2 to Task Order 2020-103 with CH2M Hill Engineers, Inc. for Temporary Critical Engineering Support Services and; To Approve Amendment #2 to Task Order 2020-104 with CH2M Hill Engineers, Inc. for Temporary Critical Plan Review Support Services. (Utilities Director)

Attachments: T.O. 2020-102.2 Proposal.pdf
T.O. 2020-103.2 Proposal.pdf
T.O. 2020-104.2 Proposal.pdf
TO (2020-102.2) CH2M $56517.28 (1-8-20) UT.pdf
TO (2020-103.2) CH2M $65149.16 (1-8-20) UT.pdf
TO (2020-104.2) CH2M $67571.76 (1-8-20) UT.pdf
AGREEMENT.pdf

VI.3 20-46 Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $134,078 and to commit $33,519 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $167,597. (Chief of Police)

Attachments: Internal VOCA Application FY21.pdf

VII. PUBLIC HEARINGS:

VII.1 20-23 Ordinance No. 25-2019/ 2nd Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type. (Community Services Director)

Attachments:
- 25-2019 Ordinance re Single Story Commercial Building Type.pdf
- Exhibit A - CWOD Map (ord 25-2019) 11-27-19.pdf
- Location Map.pdf
- Legal Ad Proof - CWOD Text Amend.pdf

VII.2 20-32 Ordinance No. 03-2020/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential). (Community Services Director)

Attachments:
- Ord. 3-2020 Rezoning Virgin Trains GU to RU-1-7.pdf
- Exhibit A - Location Map and Legal Description.pdf
- Concept Plan (320 lots) - Lakes at Canaveral Groves.pdf
- Concept Plan (350 lots).pdf
- Legal Ad Proof (revised).pdf

VII.3 20-56 Ordinance No. 02-2020/Second and Final Reading: Related to the Diamond Square Community Redevelopment Agency for purposes of implementing the interlocal agreement between the City, Agency and Brevard County. (Community Services Director)

Attachments:
- Ordinance 02-2020.pdf
- Executed Interlocal Agreement.pdf
- Diamond Square CRA Roster Worksheet.docx
- Ord. 02-2020 Legal Ad OrderConf.pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-55 Reconstituting the Diamond Square Community Redevelopment Agency by making six (6) appointments to the Agency Board of Commissioners. (Administrative Services Director)

Attachments: Diamond Square Board member worksheet.docx
Isom application.pdf
Smith Application.pdf
Waters application.pdf
Diamond Square CRA Roster.pdf

VIII.2 20-41 Approval of Councilmember Koss's attendance at the National League of Cities Congressional City Conference in Washington D.C., March 7-11, 2020. (Administrative Services Director)

Attachments: National League of Cities Schedule.pdf
Registration Fees.pdf
HOTEL.pdf

IX. CITY BUSINESS:

IX.1 20-36 Approve a Resolution Amending the FY2020 Budget through the use of General Fund Contingency, to cover expenses not previously budgeted for Purchase Order Template Adjustments, Arbitrage Calculation Services and Accounting & Auditing Services, BAF # 20-023-T1, T2 and T3. (Finance Director)

Attachments: Budget Resolution FY 2020.docx
BAF 20-023-T1-FN-Arbitrage, Superion & Auditing (1-22-19) Agenda 20-036.pd
BAF 20-023-T2-FN-Arbitrage, Superion & Auditing (1-22-19) Agenda 20-036.pd
BAF 20-023-T3-FN-Arbitrage, Superion & Auditing (1-22-19) Agenda 20-036.pd

IX.2 20-58 Request review of the Bid Protest Review Committee's decision and recommendation to deny the bid protest received from Rush Marine, LLC on ITB Bid No. B-20-08-COC, Riverfront Promenade Overlook Improvement Project, which was previously awarded to Canaveral Construction Company, and final resolution of bid protest. (City Attorney)

Attachments:
2019-12-16_Notice of Intent to File Protest.pdf
B-20-08-COC Final Administrative Response to Rush Marine, LLC Bid Protest F
2019-12-19_Formal Bid Protest_Optimize.pdf
Public Notice_Bid Protest Review Meeting.pdf
Official Bid Protest Review_Sign in sheet.pdf
Public Notice__Bid Protest Review Committee Meeting.pdf
B-20-08-COC PROTEST REVIEW MEETING SIGN IN SHEET.pdf
BID 20-08-COC Legal Ad.pdf
RFQ-20-08-COC_COCOA RIVERFRONT PARK PROMENADE IMPROVEMEN
Appendix A_COC 013 Promenade Plans - Released for Bid 10-31-19.pdf
Appendix B_COC 013 Promenade Technical Specifications - Released for Bid 1
Addendum 1_B20-08-COC.pdf
Addendum 2_B20-08-COC.pdf
Addendum 3_B20-08-COC.pdf
Addendum #4 Plan Revisions 11-27-19.pdf
Addendum #4 Specification Revisions 11-27-19.pdf
B-20-08-COC COMPLETED PRE-BID SIGN IN SHEET.pdf
B-20-08-COC Bid Opening Sign In Sheet.pdf
B-20-08-COC Tabulation Sheet.pdf
B-20-08-COC_Canaveral.pdf
Canaveral Construction_Bid Concerns_Riverfront Park Promenade_IITB B-20-0
@RUSH MARINE Proposal_BID #-20-08-COC.pdf
12-11-19 Short Agenda ADA.pdf
City of Cocoa Signed Notification of Award(12.12).pdf
Form of Agreement_Canaveral Construction_12.17.19.pdf
Corrected Copy_Notice of Award_Form of Agreement 12.20.19.pdf

MULTI-YEAR CONTRACTS:

IX.3 19-482 Council Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (Chief of Police)

Attachments: Axon Q209911-43741.724AS.pdf
Taser 60 Plan.pdf

IX.4 20-10 Approval of the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020. (Administrative Services Director)

Attachments: Gehring Group, Inc Contract.pdf
First Modification of Agreement
Gehring Second Modification of Agreement Executed.pdf
Third Modification of Agreement.pdf

IX.5 20-18 Approve Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, in the amount of $984,548.82; Approve as a Multi-Year Contract from FY2020 through FY2021; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $98,454.88 (10% of the Contract Amount) for a Total Project Cost of $1,083,003.70; Approve BAF # 20-028-P and a Resolution Amending the FY2020 Budget. (Utilities Director)

Attachments: TO (2020-27) Atlantic Dev $984548.82 (1-13-20) UT.pdf
T.O. (2020-27) Proposal Michigan Ave FM&R Extension.pdf
WS17MI Quote Tabulation Sheet.pdf
Budget Resolution FY 2020.docx
BAF 20-028 -UT-Project WS17MI Transfer (1-22-20) Agenda 20-018.pdf
Contingency Resolution.doc

IX.6 20-21 To Approve Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. for Engineering Services During Construction (SDC) of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI; To Approve as a Multi-Year Contract from FY2020 through FY2021. (Utilities Director)

Attachments: T.O. (2020-14) BUSSEN $52755.00 (12-03-2019) UT.pdf
T.O. Proposal (2020-14) BUSSEN-MAYER $52,755.00 (12-03-2019) UT.pdf

X. INFORMATIONAL AGENDA:

X.1 20-28 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 12/31/2019. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.19 thru 12.31.19.pdf

X.2 20-47 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classicication December 2019.pdf

X.3 20-48 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: December 2019 Contingency Report.pdf

X.4 20-49 FY 2020 Budget Adjustment Report. (Finance Director)

Attachments: December FY 2020 REVENUE Budget Tracking Worksheet1.pdf

December FY 2020 EXPENSE Budget Tracking Worksheet 1.pdf

X.5 20-51 Cocoa Police Department District Event Statistics for the months of October and November, 2019. (Chief of Police)

Attachments: Oct 2019 Council Report by District .pdf

Nov 2019 Council Report by District .pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved If the item requires action by the Council then it may be added to the agenda by an affirmative vote of the Council and written documentation must be submitted at the time the item is added to the agenda.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. 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.

Legislation Details (With Text)

File #:	20-39	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/8/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 22, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-22-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2020
Agenda Date: January 22, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 22, 2020, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 22, 2020, as presented or with amendments.

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Legislation Details (With Text)

File #:	20-52	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/15/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approve the Minutes of the November 13, 2019 Regular City Council meeting as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-13-2019 Final.pdf Exhibit A - Rezone - Cox Rd Corridor.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 15, 2020
Agenda Date: January 22, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the November 13, 2019 Regular City Council meeting as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approves all minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the November 13, 2019 Regular City Council meeting as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

November 13, 2019

A Regular City Council Meeting was held on Wednesday, November 13, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:04 p.m.

Chief Lamm provided the invocation and Councilmember Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Jason McCuen, Helpdesk Support Technician; and Samantha Senger, Assistant to the City Manager/ Public Relations Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of November 13, 2019 (19-523)
2. Minutes: (a) Minutes for the Regular meeting of September 11, 2019 (19-524)
(b) Minutes for the Regular meeting of September 25, 2019 (19-525)
(c) Minutes for the Regular meeting of October 9, 2019 (19-526)

* **MOTION by Deputy Mayor Warner; SECONDED by Councilmember Koss, to approve the Agenda with an amendment to move Consent items VI.3 and VI.7 to Council Business for the Regular meeting of November 13, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; SECONDED by Councilmember Goins, to approve the Minutes with amendments for the Regular meeting of September 11, 2019, and to approve the minutes of September 25, 2019 and October 9, 2019 as written.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation and Proclamation on “Hot Cocoa Days”. (19-527). (Historic Cocoa Village Main Street).

Councilmember Koss read the proclamation into the record.

Ms. Emma Kirkpatrick provided a presentation on Historic Cocoa Village Main Street. Members of the association shared upcoming events in the village.

2. Presentation of the 2019 Distinguished Budget Presentation Award. (19-550). (Finance Director)

Mayor Williams announced that the City received the Distinguished Budget Presentation Award from the Government Finance Officers Association for the Fiscal Year beginning October 1, 2018.

Ms. Bowman provided a video from the Government Finance Officers Association congratulating the City of Cocoa on the achievement.

Ms. Bowman acknowledged and thanked Finance staff for their hard work.

3. Proclamation: Proclaiming December 1, 2019 as "World AIDS Day". (19-577). (Mayor Williams)

Councilmember Koss read the proclamation into the record.

Ms. Jo Shim, League of Women's Voters, announced that all are invited to attend the World AIDS Day Vigil on Sunday, December 1 at 4pm.

IV. DELEGATIONS:

Anita Gibson, 451 Stone St., Cocoa, asked for the last three sets of minutes from the previous Council meetings and an update from the last time she spoke before Council regarding the murder cases she mentioned at the last meeting.

Chief Cantaloupe explained that FDLE has a new initiative and explained there is an online portal where the public can access cases online.

Councilmember Goins asked if there is a protocol to keep families apprised of ongoing cases. In response, Chief Cantaloupe explained that the detectives will reach out to the families but he encouraged all to submit any tips or information that they have to the Police Department and noted that sometimes there is even a cash reward for information.

Deputy Mayor Warner asked if the billboards referenced by Ms. Gibson are done by Crime Line. In response, Chief Cantaloupe stated that they are in most cases and they are located out of Orlando so we do not always get the extra help, however staff does reach out to them.

Ms. Donna Kettner, 103 Derby St., Cocoa, discussed the grease being dumped behind her building and explained that it is now being dumped in the street. She has pictures and has had surveillance cameras installed on the premises. She added that the alley between her building and Pub Americana is disgusting and there are dead rats. Additionally, she shared that she called the Police Department

on Friday and Saturday night due to the loud music playing into the early hours of the morning. She explained that she does not mind concerts and music playing late at night but when it continues into the early hours of the morning it raises an issue.

Councilmember Koss asked how often pressure washing is done. In response, Assistant City Manager Fuhrer explained that it is budgeted, however all sidewalks are done on an annual basis at this time.

V. CONSENT AGENDA:

1. Authorize the City Manager to Approve a Purchase Order for FY-2020 NAPA IBS Operational and Management Expenditures of $108,000. (19-359). (Public Works Director)

2. Authorize the City Manager to Approve a FY20 Purchase Order to JSR Enterprise East Coast LLC, Melbourne, Florida, for Additional Work related to the Removal, Disposal and Replacement of an Above Ground Diesel Fuel Tank at Banana River Pump Station. (19-480). (Utilities Director)

3. Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases utilizing the Manatee County Service Agreement No. 19-R072004CB, effective August 20, 2019 through August 16, 2021 and authorize City Manager to approve Related Blanket Purchase Order. (19-499). (Utilities Director)

4. Approve participation in cooperative purchase agreements using the Florida Sheriffs Association Contract# FSA19-VEL27.0 for the vehicles and equipment to purchase from Garber Ford and the City of Tampa Contract# 2-18 with Dana Safety Supply for lightbars and accessories. Approve a Budget Transfer Adjustment to Utilize General Fund Contingency to allocate additional funding for six 2020 Ford Police Utility Hybrid Police Interceptors, with the powertrain option. Authorize the City Manager to Approve a Purchase Order for the Purchase of the Vehicles from Garber Ford in the Amount of $213,558 and from Dana Safety Supply, Inc. in the Amount of $54,169. (19-501). (Public Works Director)

5. Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services and Rehabilitation Services, Utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services, Project No. WS1106. (19-504). (Utilities Director)

6. Approve Task Order 2020-10 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $105,369. (19-514). (Utilities Director)

7. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Ozone Generator Repairs from Xylem Water Solutions USA, Inc., Apopka, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant; and Authorize the City Manager to Approve the Related Purchase Order. (19-515). (Utilities Director)

8. Authorize the City Manager to Approve a FY20 Purchase Order to Ring Power Corporation, Palm Bay, Florida, for Additional Generator Repair for the Dyal Water Treatment Plant. (19-516). (Utilities Director)

9. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three (3) Replacement DISCFLO Pumps at the Dyal Water Treatment Plant through Gerber Pumps International, Longwood, Florida; Authorize the City Manager to Approve the Related Purchase Order. (19-518). (Utilities Director)

10. Approve a Budget Resolution Amending the FY2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-10 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone K Indian River Drive Septic to Sewer, Project No. WS20GS; Authorize the City Manager to Approve Related Purchase Order. (19-519). (Utilities Director)

11. Request Authorization for the City Manager to Approve a Blanket Purchase Order for FY-2020 Inventoried Fuel Purchases utilizing the School Board of Brevard County fuel and oil contract #18-B-021-NC with Glover Oil Company of Melbourne FL. (19-529). (Public Works Director)

12. Approve a Blanket Purchase Order through July 21, 2020 to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions for parts purchases in FY-2020; Authorize the City Manager to Approve the Related Purchase Order up to $300,000. (19-541). (Public Works Director)

13. Approve the First of Two One-Year Contract Extensions for Bid B-19-05-COC Awarded to US Lawn Services for Mowing & Maintenance of Various City areas for October 1, 2019 to September 30, 2020. (19-549). (Public Works Director)

* **MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Warner, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 14-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-555). (Community Services Director)

Attorney Garganese pointed out that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF TWENTY (20) PARCELS OF REAL PROPERTY, TOTALING 118.66 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF PINE CONE PLACE AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a presentation[1] on the Cox Road Corridor Study. She explained that the City of Cocoa, as the applicant, is requesting to amend the Zoning Map designation of thirty-six parcels totaling approximately 160.22 acres.

The thirty-six parcels were broken up into eight groupings based on their current zoning designation and the proposed City zoning designation. Separate ordinances were drafted for each of these eight batches of parcels. The individual rezoning ordinances are part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation.

The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map. Two parcels (#31 and #32) that were part of the original study area have been withdrawn by staff at this time to allow for further analysis of the most appropriate zoning district designation based on the current use.

Ms. Selig gave a brief history of the subject parcels that were annexed into the City of Cocoa in three groupings. Furthermore, the Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as well.

Ms. Selig discussed the consistency with the Code of the City of Cocoa and pointed out that the criteria addresses issues such as the established land use pattern, population density, the comprehensive plan, living conditions in the adjoining neighborhood, traffic congestion, public safety, drainage, property values, public welfare, and others related to the impact of the proposed change. Additionally, the proposed zoning designations of the several ordinances are consistent with the allowable uses under the Future Land Use designation of each related ordinance per the City of Cocoa Comprehensive Plan.

Ms. Selig added that the Planning and Zoning Board recommended approval of the ordinances at the November 6, 2019 meeting.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve Ordinance No. 14-2019 on first reading.**

[1] Zoning Map Amendments - Cox Road Corridor Study Area Presentation

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 15-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-560). (Community Services Director)

Attorney Garganese noted that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF FOUR (4) PARCELS OF REAL PROPERTY, TOTALING 19.73 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig shared a visual of the proposed rezoning areas and explained that the existing land use is industrial, auto auction uses and vacant land. The proposed zoning would change this to M-1, light industrial and warehouse uses.

She stated that staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Goins, to approve Ordinance No. 15-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 16-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District). (19-562). (Community Services Director)

Attorney Garganese stated that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF SIX (6) PARCELS OF REAL PROPERTY, TOTALING 16.67 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF COX ROAD, SOUTH OF RIGHT STREET AND NORTH OF SR520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a visual of the proposed rezoning areas and explained that the existing land use is industrial, manufacturing, auto auction uses and vacant land. The proposed zoning would change this to M-1, light industrial and warehouse uses.

She added that staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public.

Ms. Anita Gibson, 451 Stone St., asked how these ordinances will affect the community. In response, City Manager Titkanich gave a brief history of the annexed properties. He explained that these properties previously belonged to the County and now the City is going back to establish regulations and making the zoning consistent with the property the City already owns on Cox Road.

There being no further comments, Mayor Williams closed the hearing to the public.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve Ordinance No. 16-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Ordinance No. 18-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District). (19-563). (Community Services Director)

Attorney Garganese pointed out that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 2.06 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a visual of the proposed rezoning areas and explained that the existing land use is a motel and donut shop. The proposed zoning would change this to C-G, general commercial uses. She explained that the provisions of this

district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

Staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve Ordinance No. 18-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Ordinance No. 19-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District). (19-564). (Community Services Director)

Attorney Garganese mentioned that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.24 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH SIDE OF SR520, EAST OF TOWNSEND ROAD AND WEST OF COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-2 (RETAIL, WAREHOUSING AND WHOLESALE COMMERCIAL) TO CITY OF COCOA C-G (GENERAL COMMERCIAL DISTRICT); PROVIDING

FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILIITY, AND AN EFFECTIVE DATE.

Ms. Selig provided a visual of the proposed rezoning area and explained that the existing land use is a convenient store. The proposed zoning would change this to C-G, General Commercial uses.

She noted that staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve Ordinance No. 19-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Ordinance No. 20-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District). (19-565). (Community Services Director)

Attorney Garganese noted that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 20-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.75 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED INDUSTRIAL PARK) TO CITY OF COCOA C-G (GENERAL COMMERCIAL

DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig gave a visual of the proposed rezoning area and explained that the existing land use is a billboard site. The proposed zoning would change this to C-G, General Commercial uses.

Additionally, staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Goins, to approve Ordinance No. 20-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Ordinance No. 21-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District). (19-566). (Community Services Director)

Attorney Garganese stated that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.03 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND RD, AND IMMEDIATELY EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY PIP (PLANNED

INDUSTRIAL PARK) TO CITY OF COCOA INST (INSTITUTIONAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig shared a visual of the proposed rezoning area and explained that the existing land use is a City of Cocoa sewer lift station. The proposed zoning would change this to Institutional use.

Staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Koss, to approve Ordinance No. 21-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Ordinance No. 22-2019/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District). (19-567). (Community Services Director)

Attorney Garganese pointed out that this is the first reading of the ordinance and it is a zoning map amendment. He read the ordinance into the record by title only as follows:

ORDINANCE NO. 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.08 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF TOWNSEND ROAD AND EAST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY I-U (LIGHT INDUSTRIAL) TO CITY OF COCOA M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT);

PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig shared a visual of the proposed rezoning area and explained that the existing land use light manufacturing. The proposed zoning would change this to M-2, Manufacturing and Industrial uses.

She added that staff is recommending approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District) as depicted on Exhibit A.

Mayor Williams opened the hearing to the public. There being no public comment, the public portion of the hearing was closed.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve Ordinance No. 22-2019 on first reading.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. Reconsideration of a previously approved but unexecuted Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to two hundred forty-nine (249) apartments in five (5) apartment buildings not to exceed fifty-seven (57) feet in height, with five (5) parking garage buildings, a community clubhouse and certain public amenities on two (2) parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. in addition to revising language previously approved to allow the developer to provide two (2) Level 2+ electric car-charging stations instead of two (2) Level 3 charging stations and adding the requirement of constructing a lift station for the project, along with some other minor amendments. (19-414). (Community Services Director)

Ms. Bunt shared that on August 14, 2019, City Council approved a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to two hundred forty-nine (249) apartments in five (5) apartment buildings not to exceed fifty-seven (57) feet in height, with five (5) parking garage buildings, a community clubhouse and certain public amenities on two (2) parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524

between Westminster Dr. and London Blvd. However, an executed copy was not received within thirty (30) days of Council approval, thereby making the Development Agreement null and void.

The applicant has also requested a change to the Binding Development Agreement to replace the two (2) Level 3 electric car-charging stations with two (2) Level 2+ charging stations. They have provided a comparison of three types of charging stations in support of their request (Exhibit A). The initial as well as the installation cost of a Level 3 station is ten times that of a Level 2+ while only providing roughly twice the driving range, making a Level 3 station an impractical choice for most apartment communities. In addition, while a Level 3 charger can replenish a battery charge faster than a Level 2+ station, most apartment residents will charge their car overnight, eliminating the advantage of the Level 3 station's speed. Also, of note, Level 3 chargers are not compatible with all electric vehicles.

Additionally, Ms. Bunt explained that the applicant met with the City's Utilities Department after approval of the Binding Development Agreement in August and discovered that the sewer lift station they were proposing to connect to has not been constructed yet. This is also the same sewer lift station that the London Cove project would need to connect to as well. Therefore, the City's Utilities Department has requested that certain language be added into the Binding Development Agreement.

Furthermore, the following was added in Section 8.0, as the City will find any conservation easement granted over Tax Parcel Numbers 24-35-24-00-1 and 24-35-13-00-750 to be unacceptable for the City's intended purposes unless the conservation easement expressly permits the following minimum activities:

- Right to construct up to twelve thousand (12,000) linear feet of 10' trails and boardwalks;
- Right to mechanically maintain vegetation within the limits of the trails/boardwalks;
- Right to construct wayfinding and educational signage;
- Right to place benches;
- Right to use equipment to occasionally grade and compact the trail surface to maintain stabilized dirt suitable for bicycle and pedestrian activity;
- Right to remove exotic invasive species; and
- Right to rebuild damaged stormwater infrastructure and retain flood waters.

Lastly, under Section 3.0 the timeframe for closing was reduced from one hundred twenty (120) to sixty (60) days of the Effective Date of the Agreement.

David McDaniel, 1525 International Parkway, FL, apologized for the hold up of the agreement as they were awaiting amendments and did not realize that it would become null and void after thirty (30) days.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to re-approve the Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company in addition to revising language to allow the developer to provide two (2) Level 2+ electric car-charging stations instead of two (2) Level 3 charging stations and adding the requirement of constructing a lift station along with other minor amendments.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Request City Council direction to amend the Purchasing Policy Section 15.2 Large Purchases/Local Vendor Preference Section 15 of the Financial Operations Manual. (19-521). (Finance Director)

Ms. Bowman explained at the City Council meeting on September 11, 2019, Councilman Goins requested that the local vendor preference change from three percent to five percent. Staff requested time to research the options for making this change and is now providing full background to Council on this agenda to assist in the decision- making regarding this matter.

Currently, the City's policy related to local vendor preference is found in the Financial Operations Manual (FOM) Purchasing Policy Section 15. The current policy is that a three percent preference is given to Brevard County vendors/contractors on bids which do not exceed $1,000,000 and do not fall into one of the categories outlined in Ordinance 11-2009 which was amended by Ordinance 14-2009. A complete list of these exceptions are attached to this agenda item for reference.

She explained the two major components of procurement vehicles used in competitive bidding and explained that staff reviewed all of the pros and cons.

Councilmember Koss explained that she reviewed staff's concerns and looked at the County rescinding their Local Vendor Preference. She feels that we should

send a market signal to try and keep our dollars in Cocoa and feels that five percent would not hurt us, but in the future, if we find that we are suffering from it, we could take another look at it. She feels we should encourage businesses to come to Cocoa and show our appreciation for them. She asked that a report be brought back annually.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, for discussion.**

Deputy Mayor Warner asked if there is a clause in the policy that specifies that this would apply only to businesses in Cocoa or if it applies to businesses in the entire county. In response, City Attorney Garganese clarified that this would apply to businesses outside of Cocoa.

Councilmember Koss asked if there is a way to narrow the ordinance to limit it to only Cocoa businesses. In response, City Manager Titkanich expressed that it could be done but it may raise issues as there are businesses, such as the Beyel Brothers, who are located in the City but operate outside of it, who may not be able to bid in other counties due to “preferential treatment”.

City Attorney Garganese clarified as well and provided a history and advised that by doing this it could raise issues.

Councilmember Koss inquired how we can send market signals to express our gratitude to our businesses and how to encourage new businesses to come to the City.

Deputy Mayor Warner expressed that she has no problem raising it to five percent but she feels the policy should continue to apply to Brevard County as a whole and not limit it to just Cocoa.

City Manager Titkanich recommended eliminating items E,F and G.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to exclude items E, F and G, to increase the local vendor preference from three to five percent and to have a report brought before Council annually.**

CONSENSUS to have this item written and brought back before Council.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Annual Appointment of Deputy Mayor. (19-528). (Administrative Services Director)

Councilmember Boisvert nominated Councilmember Goins. No other nominations were made.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to appoint Councilmember Goins as Deputy Mayor.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022. (19-531). (Administrative Services Director)

Ms. Gemmati explained that Mr. Russell Sengel has been a member of the Planning & Zoning Board since March 2013. He has indicated a willingness to serve for an additional three years and currently meets all qualifications for serving on a board. If reappointed, Mr. Sengel would serve through November 2022.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to reappoint Mr. Russell Sengel as a Regular member of the Planning & Zoning Board through November 2022.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consideration of a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags. (19-568). (City Manager)

City Manager Titkanich provided a background on the item.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve a Resolution supporting efforts encouraging the State Legislature to repeal the preemption of local laws regarding the regulation of recyclable and polystyrene materials as well as the preemption of regulations regarding the use or sale of single-use plastic bags.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Appointment of the Space Coast League of Cities Voting Delegate and Alternate for 2020. (19-569). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to appoint Mayor Williams as the Space Coast League of Cities Voting Delegate and Councilmember Koss as the Alternate for 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approval of the Pre-Annexation Development Agreement and acceptance of the three (3) Annexation Petitions for property generally located on the northwest quadrant of State Road 524 and State Road 520. (19-553). (City Manager).

Attorney Garganese provided the background on the item. City Manager Titkanich added that a notice would need to be sent out to the developers and property owners that the item would be moving forward and will come before Council.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the Pre-Annexation Development Agreement and accept the three (3) Annexation Petitions for property generally located on the northwest quadrant of State Road 524 and State Road 520.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider First Reading of Ordinance No. 23-2019 establishing a civil citation program for small possession of marijuana and drug paraphernalia. (19-573). (City Attorney)

City Attorney Garganese provided a brief background on the item.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to have the First Reading of Ordinance No. 23-2019, which will establish a civil citation program for small possession of marijuana and drug paraphernalia.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020. (19-481). (Finance Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution Amending the FY 2020 Budget through the use of Water/Sewer Contingency and Approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2; Authorize City Manager to Approve Related purchase Order. (19-513). (Utilities Director)

Mr. Walsh read the item into the record.

Councilmember Koss clarified the boundary limits of Zone J.

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve a Resolution amending the FY 2020 Budget through the use of Water/Sewer Contingency, to approve Task Order 2020-11 with Bussen-Mayer Engineering Group, Inc. for Professional Engineering and Surveying Services Related to the City of Cocoa - Zone J Indian River Drive Septic to Sewer, Project No. WS20G2 and to authorize the City Manager to approve the related purchase Order.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

5. Approve the Final Ranking of Firms for RFQ-20-03-COC, Engineering Services for the Water System; To Authorize the City Manager and City Attorney to Negotiate

and Execute a Multi-Year Contract with the Selected Firm. (19-506). (Utilities Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Final Ranking of Firms for RFQ-20-03-COC and to authorize the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm.**

Councilmember Koss pointed out that there were no other bidders and asked what the standards are for eligibility. Mr. Walsh explained this is all to do with qualifications and nothing to do with costs. Staff reviews all of the bids based on these qualifications and then short lists based on this.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-530). (Finance Director)

X. REPORTS:

Chief Cantaloupe shared that Code has a case on one location in the village and are trying to get them to comply with cleaning the sidewalks and keeping their locations clean.

Chief Lamm pointed out that the Stair Climb took place this past Saturday. He acknowledged all of the hard work the various organizations put in for this great cause. Additionally, their annual turkey drive is ongoing and eighty-seven families have signed up so far. The cutoff date is the Monday before Thanksgiving. The location is Fire Station 1. He pointed out that Mr. Larry Sinclair donated over thirty-seven turkeys.

Ms. Bunt announced the Economic Development Breakfast will be January 10, 2020. She announced that Community Services hired an Assistant to the Building Official/Inspector.

Assistant City Manager Fuhrer noted that he attended a workshop and learned about identifying derelict vessels. Staff is working with the County to have them removed.

City Manager Titkanich congratulated Finance on their award. On Nov. 5, the City held its first Citizen's Academy where there were twenty-one attendees. He encouraged all to apply for the second class. The date has not been announced yet. He reminded Council that Friday, November 22 is a special Council meeting to discuss financial items only. He also mentioned the ED breakfast and Peter Kageyama will be the speaker. On Nov. 12 he attended an event for Endeavor Elementary as they are the third school to become part of the Community Partnership School program. He acknowledged and congratulated Principal Reed.

Mayor Williams talked about what a great event the Stair Climb was. He thanked the Fire Deptartment on a great job. He also mentioned the Chili Cook-off and noted it was a fun event. He congratulated the new Deputy Mayor, Alex Goins. He mentioned the upcoming Space Camp and encouraged staff participation. There is a Sister City event on December 22 from 12-3. He will get back to all on a location.

Councilmember Koss shared information regarding a solar workshop she attended. She also attended a workshop where they talked about pathways for biking and walking. She mentioned the biking paths on Michigan and added what a difference the two stop signs that were installed have made. She also congratulated Dr. Misty Martinez on winning "Teacher of the Year".

Councilmember Warner asked Chief Lamm to extend her thanks to Alex on a great job on the Stair Climb event. She also thanked the Fire Union for the donation they made to Cocoa Community First. She pointed out that Nov. 23 is the annual Chris Daniels Golf Tournament. She added that at 4pm on Thanksgiving Day the City partners with Walmart to start the Toy Drive. She congratulated Officer Sage Gray on her promotion and her new partner, K-9 Copper as well as Chris Hattaway on his move to the detective department. She also recognized Kathy Hamilton on runner-up for Teacher of the Year at Endeavor.

Deputy Mayor Goins thanked Councilmember Boisvert for his nomination to appoint him as Deputy Mayor. He talked about the Stair Climb and what a great event it was. He added how much he appreciates the fire fighters for all that they do. He pointed out that at 315 Stone St., the trees are overgrown and asked Public Works to take a look at it. He asked for a consensus from Council or to see how they feel about taking over all of the parks in the City.

Councilmember Warner noted that a long time ago the City had a Parks & Rec Advisory Board, however over time it became unfeasible to have but times have changed and she is open to hearing more about it if staff can bring information back to Council.

Mayor Williams added that this could be discussed at a workshop. He noted that there are quite a few parks in unfavorable conditions that he would like to see cleaned up.

Assistant City Manager Fuhrer provided a background and explained that a workshop would be appropriate.

Councilmember Koss added that our parks provide ecosystem services that help us in our resiliency and provide community assets.

Deputy Mayor Goins explained that he coaches football and he travels a lot. He pointed out that the differences he sees between our parks and parks in other areas are like night and day and he is frustrated that we are allowing Brevard Parks and Rec to treat the City parks this way.

Assistant City Manager Fuhrer noted that staff can put the maintenance contract on hold with Brevard Parks and Rec. pending the outcome of the workshop.

Councilmember Boisvert thanked the Fire Department for all of their hard work.

XI. ADJOURNMENT.

* **MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Goins, to adjourn the Regular meeting of November 13, 2019.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:46 pm.

Zoning Map Amendments
Cox Road Corridor Study Area

November 13, 2019

Project Summary

- The City of Cocoa, as the applicant, is requesting to amend the Zoning Map designation of a total of thirty six (36) parcels totaling approximately 160.22 acres.

- The 36 parcels were broken up into 8 groupings based on their current zoning designation and the proposed City zoning designation.

- Separate ordinances were drafted for each of these 8 batches of parcels.

Project Summary

- The individual rezoning ordinances are part of a larger Cox Road Corridor study area, the purpose of which was to identify and address parcels lying within the Cocoa City limits, having a City of Cocoa Future Land Use designation but without a City of Cocoa Zoning District designation.
- The study was undertaken as part of a long-range effort to comply with the City's Comprehensive Plan requirement that the City eliminate all inconsistencies between the Official Zoning Map and the Future Land Use Map.
- Two parcels (#31 and #32) that were part of the original study area have been withdrawn by staff at this time to allow for further analysis of the most appropriate zoning district designation based on the current use.



Proposed Rezoning Areas

COCOA FLORIDA

Zoning Amendments

- Parcels 1-20 I-U to M-1 Ordinance 14-2019
- Parcels 21-24 IU to M-1 Ordinance 15-2019
- Parcels 25-30 I-U to M-1 Ordinance 16-2019
- Parcels 31, 32 PIP to M-1 Ordinance 17-2019
- Parcels 33, 34 I-U to C-G Ordinance 18-2019
- Parcel 35 BU2 to C-G Ordinance 19-2019
- Parcels 36 PIP to C-G Ordinance 20-2019
- Parcel 37 PIP to INST Ordinance 21-2019
- Parcel 38 I-U to M-2 Ordinance 22-2019
- Waterbodies
- Cocoa City Limits

0 750 1,500

Feet

This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019

Project Summary

- The study area parcels were annexed into the City of Cocoa in three groupings:

- Parcels 1 through 17 were annexed under Ordinance 57-2003 on January 13, 2004.
- Parcels 18 through 32 and 34 through 38 were annexed under Ordinance 4-2006 on February 28, 2006.
- And Parcel 33 was annexed under Ordinance 14-2007 on May 22, 2007.

Project Summary

- The Future Land Use (FLU) designation of the study area parcels were changed from their former Brevard County designations to City of Cocoa designations in several groupings as well:

- Parcels 1 through 17 were assigned an Industrial FLU under Ordinance 14-2004 on December 14, 2004.
- Parcels 18 through 32 and Parcel 38 were assigned an Industrial FLU and Parcels 34-37 were assigned a Commercial FLU under Ordinance 19-2006 on August 22, 2006.
- Parcel 33 was assigned a Commercial FLU under Ord. 11-2010 on October 26, 2010.

Project Summary

Consistency with the Code of the City of Cocoa

- In accordance with Appendix A Zoning, Article XXI, Section 1(G), a total of 16 criteria are to be considered in the review of an application for a rezoning.

- These criteria address issues such as the established land use pattern, population density, the comprehensive plan, living conditions in the adjoining neighborhood, traffic congestion, public safety, drainage, property values, public welfare, and others related to the impact of the proposed change.

- Staff findings for each of these criteria are found in the individual staff reports.

Project Summary

Consistency with Comprehensive Plan Policies and Objectives

- The proposed zoning designations of the several ordinances are consistent with the allowable uses under the Future Land Use designation of each related ordinance per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

- This will be addressed at such time as development occurs on any of the parcels affected by this rezoning action.

Past Actions

- The Planning & Zoning Board recommended approval of the ordinances at it's meeting on November 6, 2019.

Ordinance 14-2019

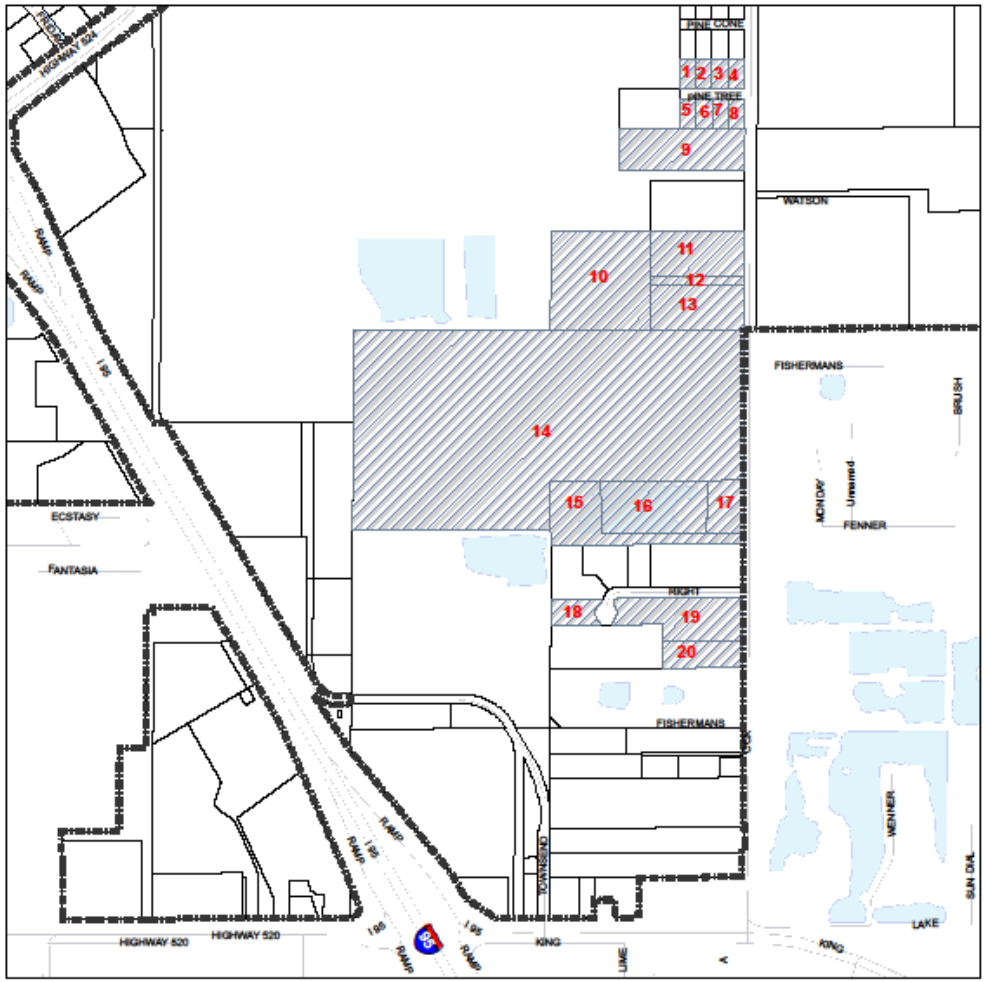


EXHIBIT A
Proposed
Rezoning Areas

Lot #	Parcel #
1	24-35-23-00-761
2	24-35-23-00-774
3	24-35-23-00-765
4	24-35-23-00-762
5	24-35-23-00-766
6	24-35-23-00-768
7	24-35-23-00-763
8	24-35-23-00-764
9	24-35-26-00-16
10	24-35-26-00-7
11	24-35-26-00-20
12	24-35-26-00-21
13	24-35-26-00-8
14	24-35-26-00-10
15	24-35-26-00-18
16	24-35-26-00-12
17	24-35-26-00-13
18	24-35-26-00-778
19	24-35-26-00-750
20	24-35-26-00-770

0 750 1,500
Feet

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Ordinance 14-2019

Current Future Land Use:	Industrial
Current Zoning District:	Brevard County IU (Light Industrial)
Proposed Zoning:	**City of Cocoa M-1** (Light Industrial and Warehouse)
Existing Land Use:	Industrial, manufacturing, and warehousing uses and vacant land

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
1	2407156	24-35-23-00-761	0.5	4130 PINE TREE PL	DOUBLE R EAGLE LLC	Industrial
2	2407169	24-35-23-00-774	0.5	4120 PINE TREE PL	ICY INVEST LLC	Industrial
3	2407160	24-35-23-00-765	0.5	4110 PINE TREE PL	GAMBAO-ZUHLKE, CLAIRE A	Industrial
4	2407157	24-35-23-00-762	0.5	4100 PINE TREE PL	PARKER, YVONNE C	Industrial
5	2407161	24-35-23-00-766	0.5	4135 PINE TREE PL	DIAMONDBACK MANUFACTURING INC	Industrial
6	2407163	24-35-23-00-768	0.5	4135 PINE TREE PL	ANDRYSLAK, MICHAEL & MILLIKEN, SUSAN	Industrial
7	2407158	24-35-23-00-763	0.5	4115 PINE TREE PL	WARREN, JERRAD & NICHOLE	Auto-Body
8	2407159	24-35-23-00-764	0.5	4105 PINE TREE PL	DITTMER AIR CONDITIONING & HEATING SERVICES INC	Industrial
9	2444601	24-35-26-00-16	5.12	1060 COX RD	DIAMONDBACK MANUFACTURING INC	Industrial
10	2407972	24-35-26-00-7	10	890 COX RD	JOALCO INC	Industrial
11	2462063	24-35-26-00-20	4.24	(Not Assigned)	HATHCOCK, MICHAEL M; HATHCOCK, MARY DELYS; ELLINGTON, DOROTHY W TRUST; & ELLINGTON, DOROTHY W TRUST	Vacant Land
12	2462064	24-35-26-00-21	0.86	(Not Assigned)	JOALCO INC; ELLINGTON, J MITCHELL TRUST & ELLINGTON, DOROTHY W TRUST	Vacant Land
13	2407973	24-35-26-00-8	4.24	900 COX RD	PAULK PROPERTIES LLC; ELLINGTON, J MITCHELL TRUST & ELLINGTON, DOROTHY W TRUST	Industrial
14	2407974	24-35-26-00-10	69.41	(Not Assigned)	Florida Power & Light Co	Electric Utility
15	2457879	24-35-26-00-18	5	690 COX RD	Cox Rd Properties Llc	Industrial
16	2407975	24-35-26-00-12	5.68	(Not Assigned)	CLARK, WAYNE W	Vacant Land
17	2407976	24-35-26-00-13	1.9	700 COX RD	CLARK, WAYNE W	Manufacturing
18	2444270	24-35-26-00-778	1.22	4040 RIGHT ST	Dombroski, Dan	Vacant Land
19	2408019	24-35-26-00-750	4.81	600 COX RD	A Better Warehouse & Storage LLC	Warehousing
20	2408045	24-35-26-00-770	2.18	580 COX RD	SAWYER, DAVID; SAWYER, STEVE & MC QUAIG, JAMES	Industrial
		Total Acres:	**118.66**			

Ordinance 14-2019

Brevard County IU zoning

The IU light industrial zoning classification is established to provide areas in which the principal use of land is for manufacturing, assembling and fabrication, and for warehousing. These uses do not depend primarily on frequent personal visits of customers or clients, but usually require good accessibility to major rail, air or street transportation routes.

City of Cocoa M-1 zoning

The provisions of this district are intended to apply to an area located in close proximity to transportation facilities and which can serve the industrial and related functions of the city and region. Restrictions herein are intended to minimize adverse influences of the industrial activities on nearby nonindustrial areas and to eliminate unnecessary industrial traffic through nonindustrial areas.

Ordinance 14-2019

Brevard County IU zoning		City of Cocoa M-1 zoning
		light manufacturing, processing and assembly, television dish receivers and antennae, electronic communication and transmission facilities
All uses permitted in BU-1 and BU-2, except, single-family residence:		All uses allowed C-W, C-G, C-N and P-S:
office, retail, auto sales and repair, personal services, recreation facilities, social organizations, laundromats, schools and colleges, funeral homes, medical clinics, small appliance repair, nursing homes, restaurants, and churches		office, retail, auto sales and repair, personal and business services, warehousing, wholesaling, dry cleaning and laundry, vocational schools, medical clinics, service and repair, welding shops, building materials and contractor's storage yards, freight-handling facilities, restaurants and convenience stores

Ordinance 14-2019

Brevard County IU zoning		City of Cocoa M-1 zoning
Permitted with Conditions: assisted living facility power substations transmission facilities recovered materials processing treatment and recovery facility		
Conditional Uses: commercial entertainment composting/ mulching facility truss manufacturing plant telecommunication towers		Special Exceptions: sewer lift stations churches security mobile home telecommunication towers outdoor firearm testing facility

Recommendations

Ordinance 14-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of twenty (20) parcels totaling 118.66 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

Ordinance 15-2019

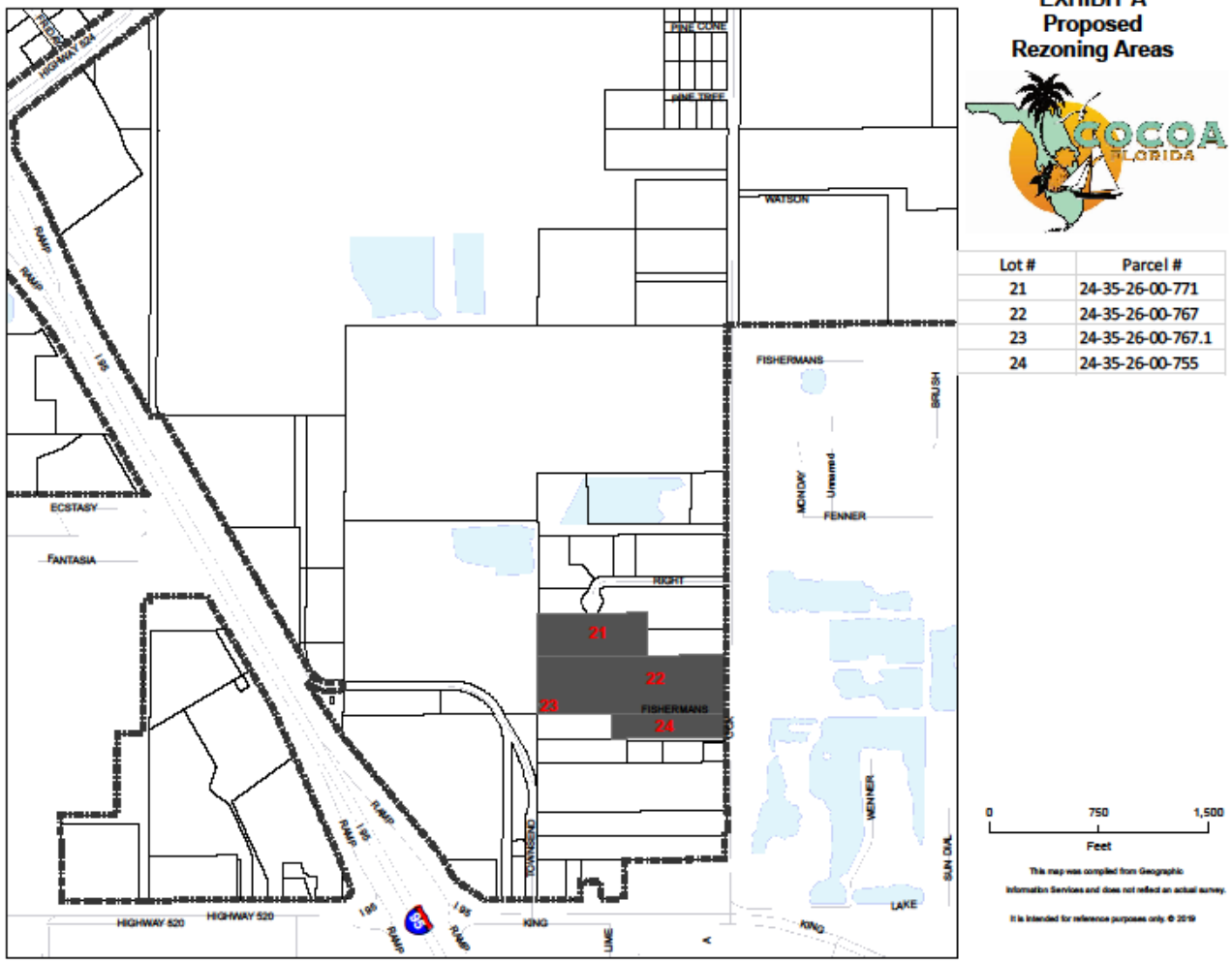


EXHIBIT A
Proposed
Rezoning Areas

Lot #	Parcel #
21	24-35-26-00-771
22	24-35-26-00-767
23	24-35-26-00-767.1
24	24-35-26-00-755

0 750 1,500
Feet

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Ordinance 15-2019

Current Future Land Use:	Industrial
Current Zoning District:	Brevard County IU (Light Industrial)
Proposed Zoning:	**City of Cocoa M-1** (Light Industrial and Warehouse)
Existing Land Use:	Industrial, auto auction uses and vacant land

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcels 21-24 from County I-U to M-1						
21	2408046	24-35-26-00-771	4.97	590 Cox Rd & 4050 Right St	Showtime Investments Inc.	Auto Auction
22	2408043	24-35-26-00-767	11.76	500 Cox Rd	Showtime Investments Inc.	Auto Auction
23	2443010	24-35-26-00-767.1	0.06	(Not Assigned)	Showtime Investments Inc.	Vacant Land
24	2408025	24-35-26-00-755	2.94	490 Cox Rd	Castetter, Clayton	Auto-Body
		Total Acres:	**19.73**			

Recommendations

Ordinance 15-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of four (4) parcels totaling 19.73 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

Ordinance 16-2019

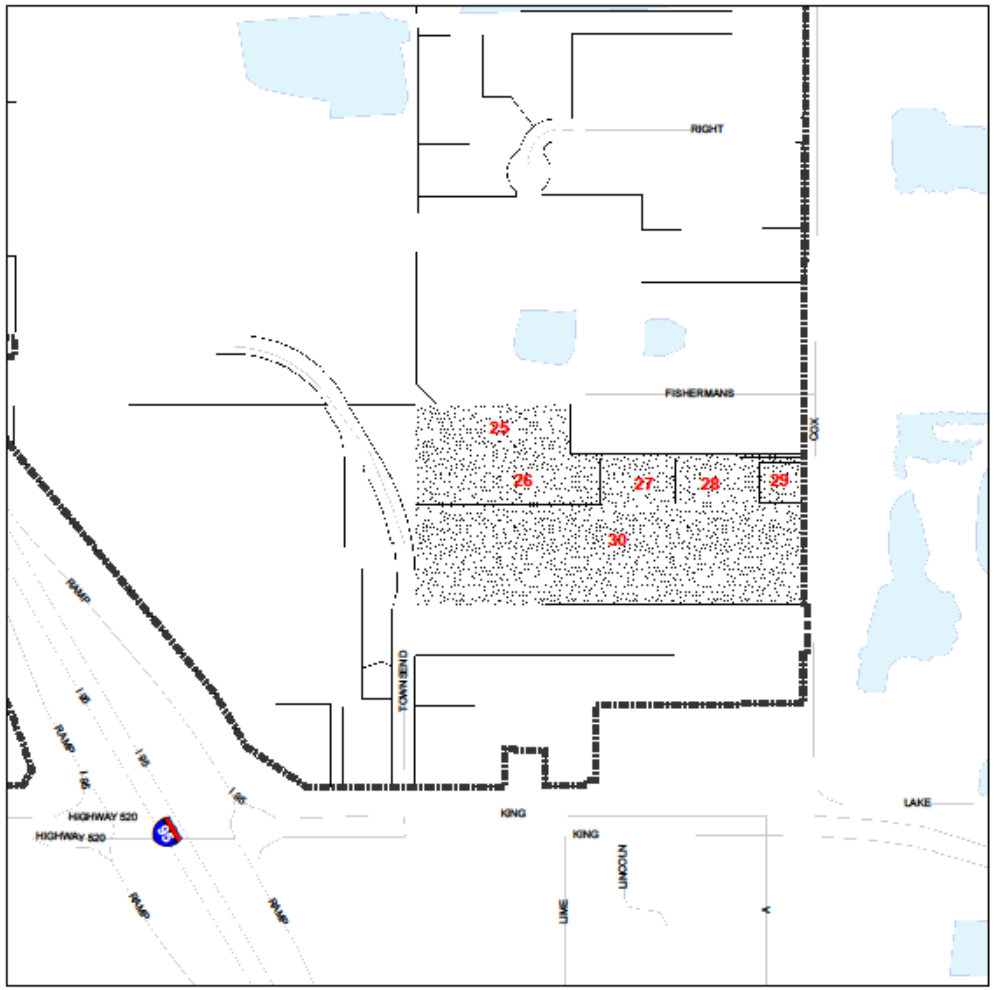


EXHIBIT A
Proposed
Rezoning Areas

Lot #	Parcel #
25	24-35-26-00-772
26	24-35-26-00-756
27	24-35-26-00-777
28	24-35-26-00-756.1
29	24-35-26-00-756.2
30	24-35-26-00-757

0 385 770
Feet

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Ordinance 16-2019

Current Future Land Use:	Industrial
Current Zoning District:	Brevard County IU (Light Industrial)
Proposed Zoning:	**City of Cocoa M-1** (Light Industrial and Warehouse)
Existing Land Use:	Industrial, manufacturing, auto sales uses and vacant land

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcels 25-30 from County I-U to M-1						
25	2408047	24-35-26-00-772	1.94	480 Cox Rd	PENOYER, ROBERT E	Light Manufacturing
26	2408026	24-35-26-00-756	2.56	460 Cox Rd	460 COX LLC	Vacant Land
27	2408052	24-35-26-00-777	0.89	(Not Assigned)	ROBINSON, JOHN A & ROBERTA M	Vacant Land
28	2408027	24-35-26-00-756.1	1.02	450 Cox Rd	ROBINSON, JOHN A & ROBERTA M	Office
29	2408028	24-35-26-00-756.2	0.46	440 Cox Rd	CHAPMAN, DENCIL & ANNA	Used Auto Sales
30	2408029	24-35-26-00-757	9.8	430 Cox Rd	CASTETTER, CLAYTON	Vacant Land
		Total Acres:	**16.67**			

Recommendations

Ordinance 16-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of six (6) parcels totaling 16.67 acres from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse District) as depicted on Exhibit A.

Ordinance 18-2019

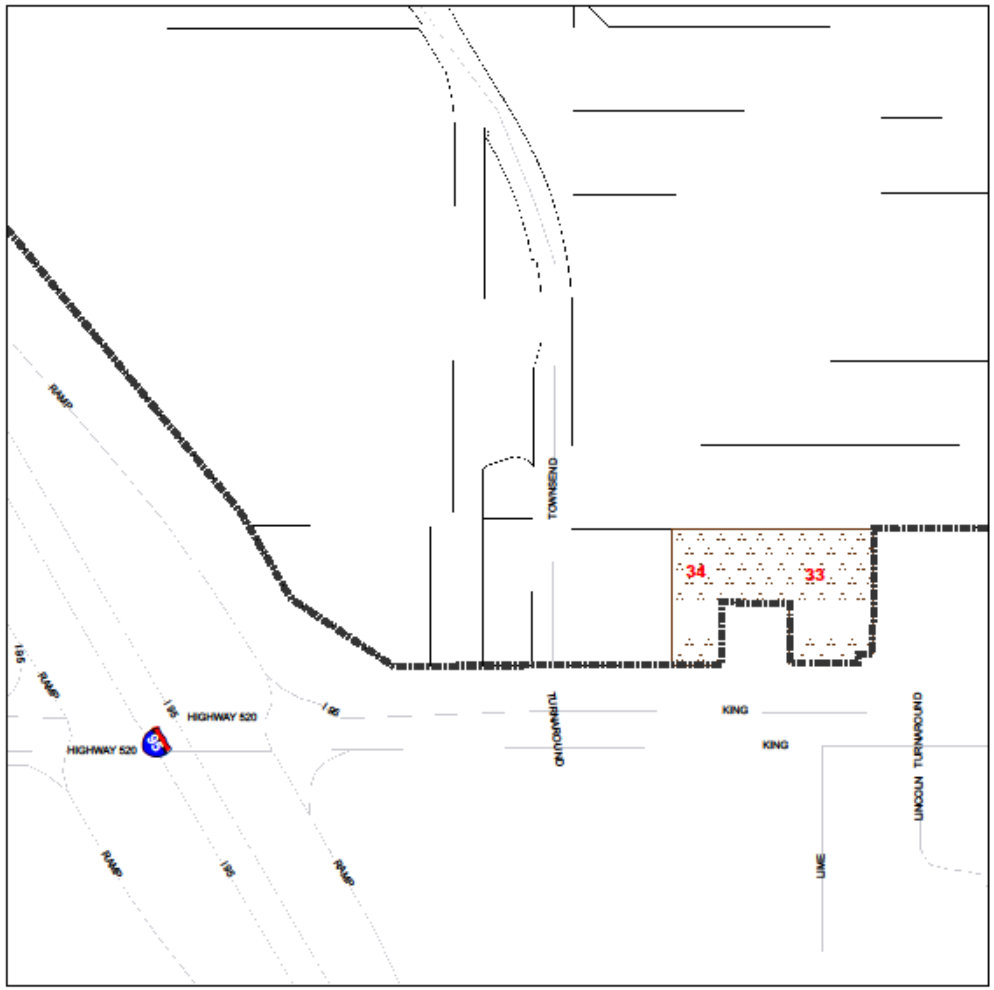


EXHIBIT A
Proposed
Rezoning Areas

Lot #	Parcel #
33	24-35-26-00-760
34	24-35-26-00-766

0 230 460
Feet

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Ordinance 18-2019

Current Future Land Use:	Commercial
Current Zoning District:	Brevard County IU (Light Industrial)
Proposed Zoning:	**City of Cocoa C-G** (General Commercial)
Existing Land Use:	Motel and Donut Shop

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcels 33, 34 from County I-U to C-G						
33	2408033	24-35-26-00-760	1.44	4150 W King St	H R S Hotels Corp	Motel
34	2408042	24-35-26-00-766	0.62	4200 W King St	4200 WEST KING STREET LLC	Restaurant
		Total Acres:	**2.06**			

Ordinance 18-2019

City of Cocoa C-G zoning

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

Ordinance 18-2019

Brevard County IU zoning		City of Cocoa C-G zoning
		retail, wholesale, dry cleaning, business services, recreation, car wash, service and repair, auto sales, hotels, liquor store, business/vocational schools, and convenience stores
All uses permitted in BU-1 and BU-2, except, single-family residence:		All uses allowed C-N and P-S, except single-family residential and child care:
office, retail, auto sales and repair, personal services, recreation facilities, social organizations, laundromats, schools and colleges, funeral homes, medical clinics, small appliance repair, nursing homes, restaurants, and churches		office, personal services, medical clinics, and restaurants

Recommendations

Ordinance 18-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of two (2) parcels totaling 2.06 acres from Brevard County IU (Light Industrial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

Ordinance 19-2019

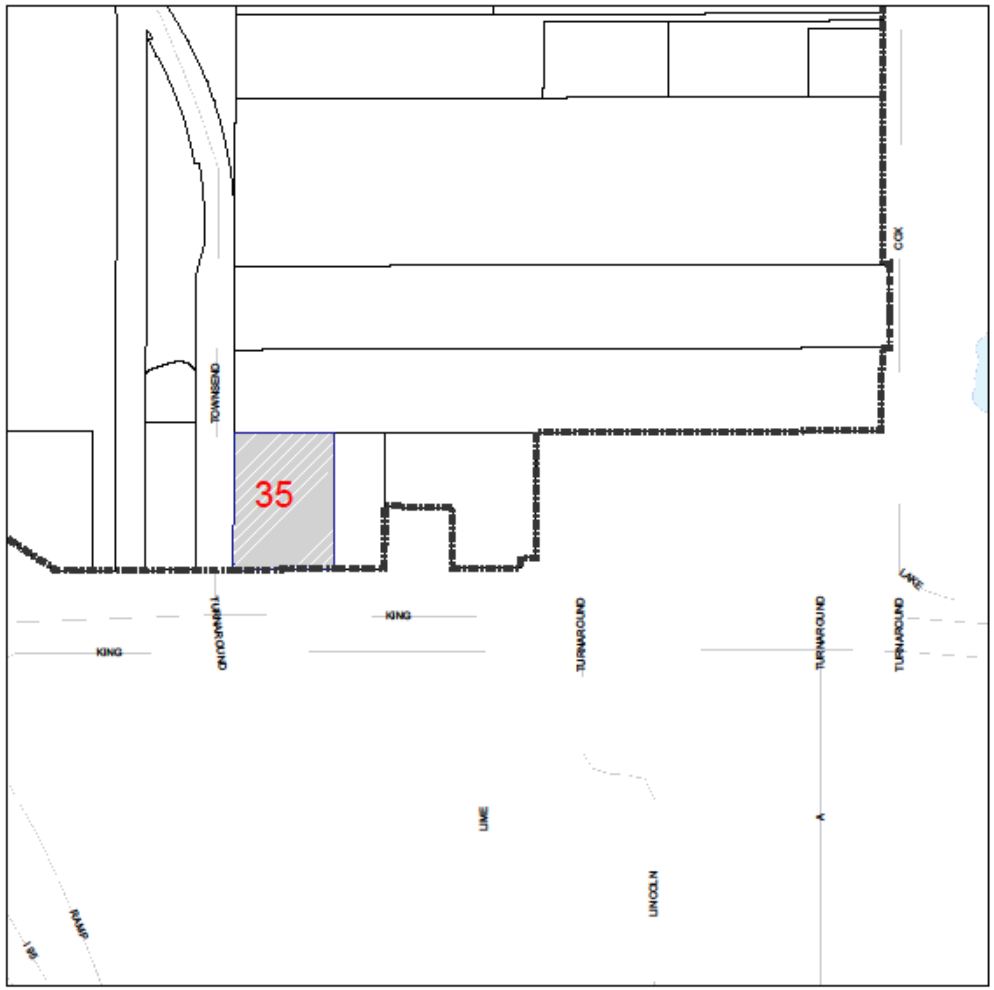


EXHIBIT A
Proposed
Rezoning Area

Parcel #
24-35-26-00-759

0 230 460
Feet

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Ordinance 19-2019

Current Future Land Use:	Commercial
Current Zoning District:	Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial)
Proposed Zoning:	**City of Cocoa C-G** (General Commercial)
Existing Land Use:	Convenience Store

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcel 35 from County BU-2 to C-G						
35	2408032	24-35-26-00-759	1.24	4220 W King St	AAO STORES LLC	Convenience Store
		Total Acres:	**1.24**			

Recommendations

Ordinance 19-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.24 acres from Brevard County BU-2 (Retail, Warehousing and Wholesale Commercial) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

Ordinance 20-2019

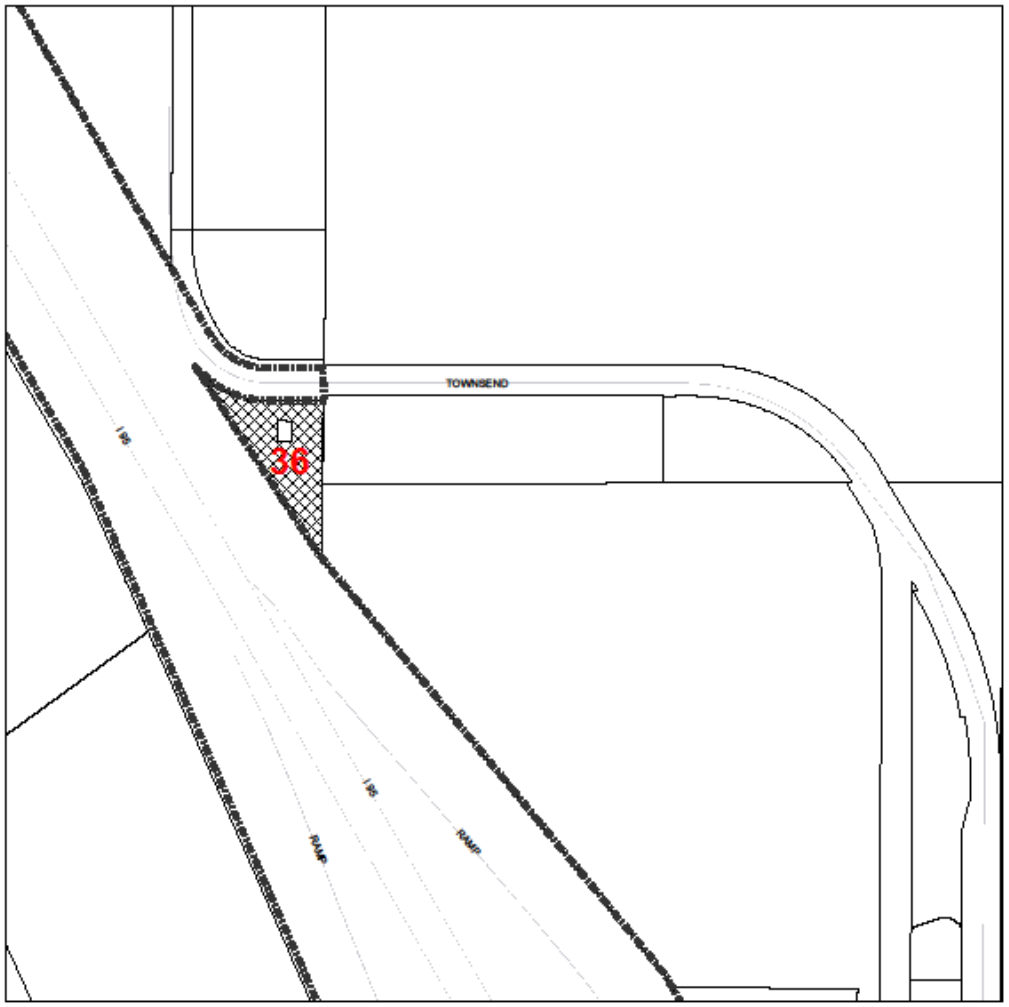


EXHIBIT A
Proposed
Rezoning Area

Parcel #
24-35-26-00-535

0 230 460
Feet

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Ordinance 20-2019

Current Future Land Use:	Commercial
Current Zoning District:	Brevard County PIP (Planned Industrial Park)
Proposed Zoning:	**City of Cocoa C-G** (General Commercial)
Existing Land Use:	Billboard Site

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcels 36 from County PIP to C-G						
36	2441465	24-35-26-00-535	0.75	560 Townsend Rd	Clear Channel Outdoor Inc	Billboard Site
			0.75			

Recommendations

Ordinance 20-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.75 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa C-G (General Commercial District) as depicted on Exhibit A.

Ordinance 21-2019

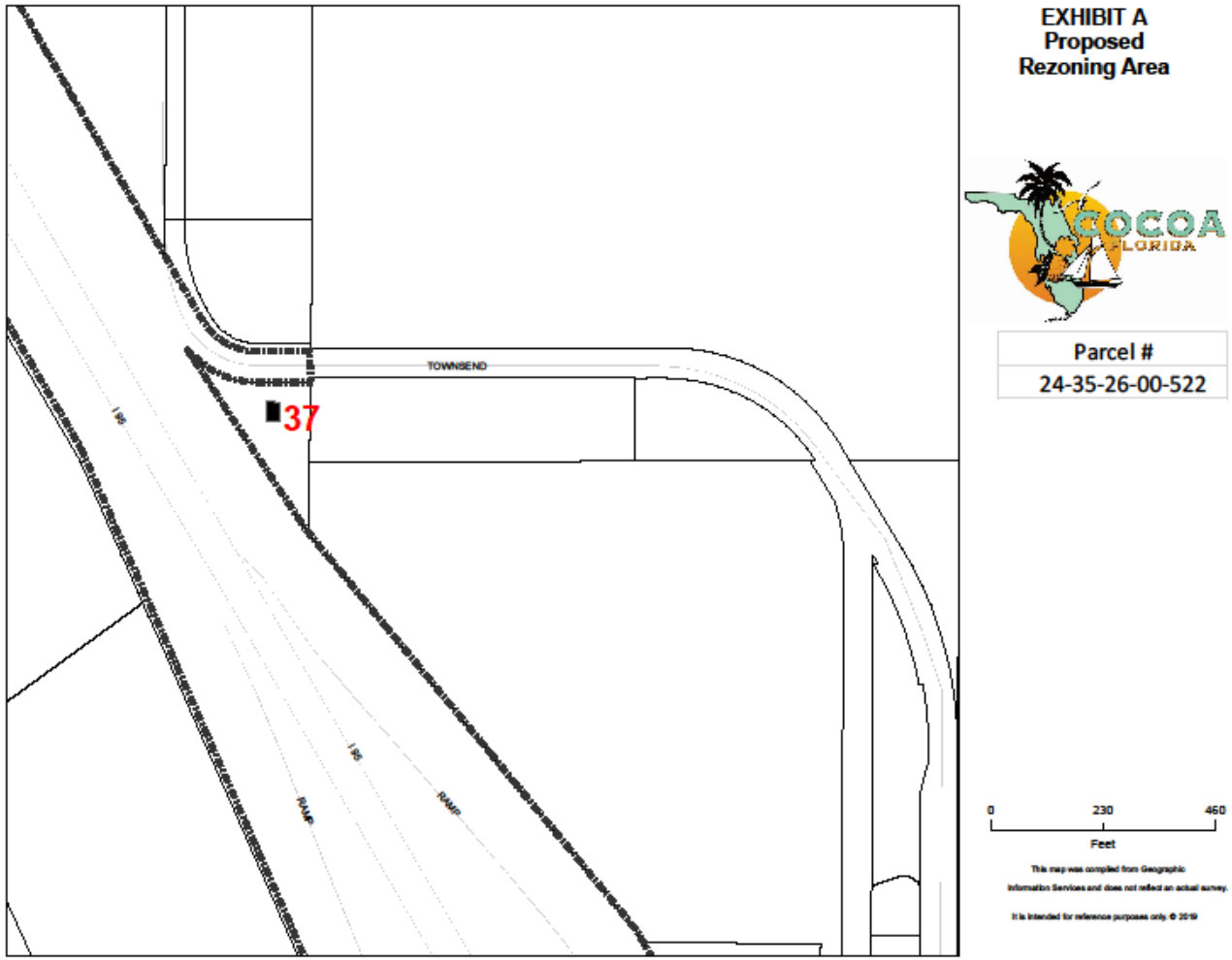


EXHIBIT A
Proposed
Rezoning Area

Parcel #
24-35-26-00-522

0 230 460
Feet

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Ordinance 21-2019

Current Future Land Use:	Commercial
Current Zoning District:	Brevard County PIP (Planned Industrial Park)
Proposed Zoning:	**City of Cocoa C-G** (General Commercial)
Existing Land Use:	Sewer Lift Station (City of Cocoa)

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcels 37 from County PIP to INST						
37	2408008	24-35-26-00-522	0.03	572 Townsend Rd	COCOA, CITY OF	Lift Station
		Total Acres:	**0.03**			

Recommendations

Ordinance 21-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 0.03 acres from Brevard County PIP (Planned Industrial Park) to City of Cocoa INST (Institutional District) as depicted on Exhibit A.

Ordinance 22-2019

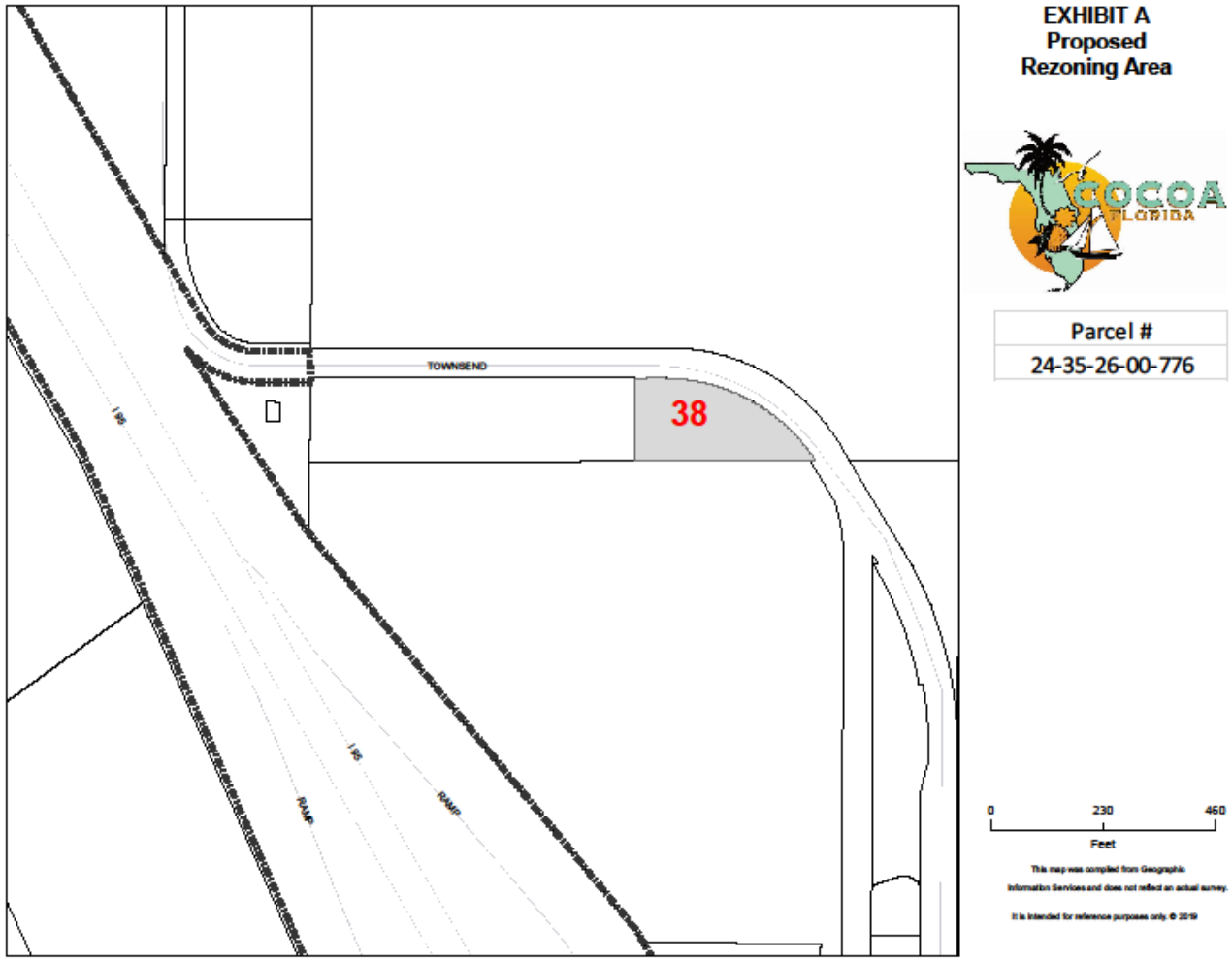


EXHIBIT A
Proposed
Rezoning Area

Parcel #
24-35-26-00-776

0 230 460
Feet

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Ordinance 22-2019

Current Future Land Use:	Industrial
Current Zoning District:	Brevard County IU (Light Industrial)
Proposed Zoning:	**City of Cocoa M-2** (Manufacturing and Industrial)
Existing Land Use:	Light Manufacturing

Legal Ad Map #	*Tax ID #*	*Parcel #*	*Acres*	*Parcel Address*	Owners	Current Use
Parcel 38 from County I-U to M-2						
38	2408051	24-35-26-00-776	1.08	500 Townsend Rd	R J Ingram Properties LLC	Light Manufacturing
		Total Acres:	**1.08**			

Recommendations

Ordinance 22-2019

Approval of the Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of a single parcel totaling 1.08 acres from Brevard County IU (Light Industrial) to City of Cocoa M-2 (Manufacturing and Industrial District) as depicted on Exhibit A.

Legislation Details (With Text)

File #:	20-45	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/12/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Informational Annual Investment Report for FY2019. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa AGG Asset Allocation for September 2019.pdf FY19 PTA Investment Program Review.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2019
Agenda Date: January 22, 2020
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Informational Annual Investment Report for FY2019

BACKGROUND:

In accordance with Florida Statutes Sec. 218.415, investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body. The City adopted its Investment Policy on July 27, 2010. **Section XV. Reporting/Article B. Annual Investment Report** of the City's investment Policy states that:

> On an annual basis, the City's Investment Manager shall submit to the City's Finance Director, City Council and Investment Committee (as applicable) a written report on the long-term core investment funds.

The City's Investment Manager, Public Trust Advisors, will provide the City Council with a brief presentation to report the City's investment status as of the fiscal year-ended September 30, 2019.

STRATEGIC PLAN CONNECTION:

Goal 2: Promote greater transparency in budgeting and financial matters.

BUDGETARY IMPACT:

Budgeted N/A
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

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

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

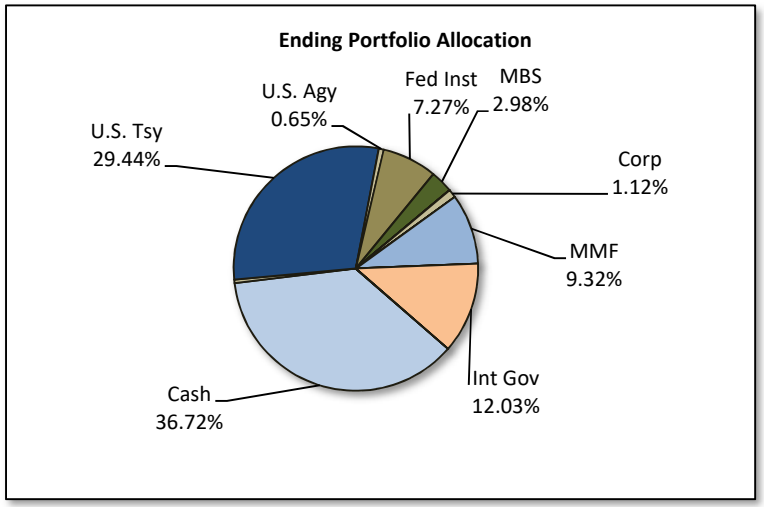
PREVIOUS ACTION:

The last investment presentation to City Council was on July 24, 2019.

RECOMMENDED MOTION:
N/A

City of Cocoa Asset Allocation as of September 30, 2019

Security Distribution[1]	September 30, 2019 Ending Balance	Portfolio Allocation
Cash	$ 46,835,599.07	36.72%
LGIP	592,049.77	0.46%
U.S. Treasury Notes	37,556,135.77	29.44%
U.S. Agency Notes	828,126.02	0.65%
FNMA	4,138,220.98	3.24%
FHLMC	6,252,481.04	4.90%
FFCB	-	0.00%
FHLB	2,678,586.65	2.10%
Fed Instrumentality Subtotal	**$ 13,069,288.67**	**10.25%**
Asset Backed Securities	-	0.00%
Commercial Paper	-	0.00%
Corporate Notes	1,431,032.42	1.12%
Bankers Acceptances	-	0.00%
Money Market Funds	11,892,388.44	9.32%
Municipal Bonds	-	0.00%
FLCLASS	15,342,608.05	12.03%
Certificates of Deposit	-	0.00%
Total Portfolio Market Value	**$ 127,547,228.21**	**100.00%**



Issuer Description[1]	Sec. Desc.	September 30, 2019 Ending Balance	Portfolio Allocation	Permitted by Policy[2]	Compliant
Cash	Cash	$ -	0.00%	100.00%	YES
FL PRIME (SBA)[2]	LGIP	592,049.77	0.46%	25.00%	YES
FLCLASS	Int Gov	15,342,608.05	12.03%	40.00%	YES
CBOS[2]	MMF	2,092,065.96	1.64%	15.00%	YES
SunTrust Master[2]	Cash	44,743,533.11	35.08%	100.00%	YES
Fidelity MMF	MMF	11,892,388.44	9.32%	15.00%	YES
U.S. Treasury Notes	UST	37,556,135.77	29.44%	100.00%	YES
U.S. Agency Notes	US Agy	828,126.02	0.65%	25.00%	YES
FNMA	GSE	3,351,404.58	2.63%	25.00%	YES
FHLMC	GSE	3,239,034.78	2.54%	25.00%	YES
FFCB	GSE	-	0.00%	25.00%	YES
FHLB	GSE	2,678,586.65	2.10%	25.00%	YES
	ABS	-	0.00%	5.00%	YES
	ABS	-	0.00%	5.00%	YES
	ABS	-	0.00%	5.00%	YES
	ABS	-	0.00%	5.00%	YES
JPMorgan Chase & Co.	Corp	251,499.44	0.20%	5.00%	YES
Walmart Inc.	Corp	456,435.32	0.36%	5.00%	YES
Wells Fargo & Company	Corp	723,097.66	0.57%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
	Corp	-	0.00%	5.00%	YES
FHLMC MBS	MBS	3,013,446.26	2.36%	5.00%	YES
FNMA MBS	MBS	786,816.40	0.62%	5.00%	YES
Total Portfolio Market Value		**$ 127,547,228.21**	**100.00%**		

(1) Mortgage backed securities included in security description and listed separately in issuer description. Public Trust managed assets represent market value plus accrued interest.

(2) External assets not managed by Public Trust. Information provided by City staff. Asset allocation limits defined in the City's investment policy.

PUBLIC TRUST ADVISORS

Investment Program Review Fiscal Year Ended September 30, 2019

January 22, 2020

COCOA FLORIDA

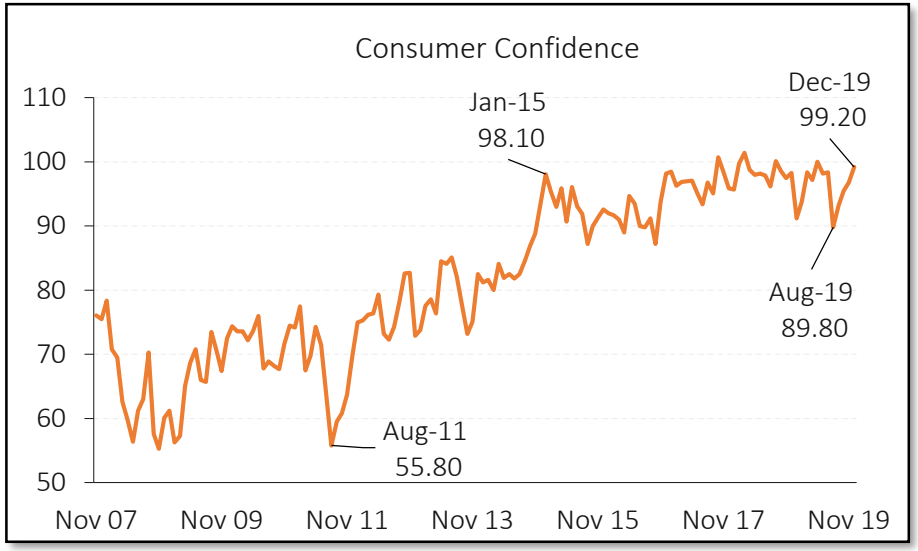
Market/Economic Update

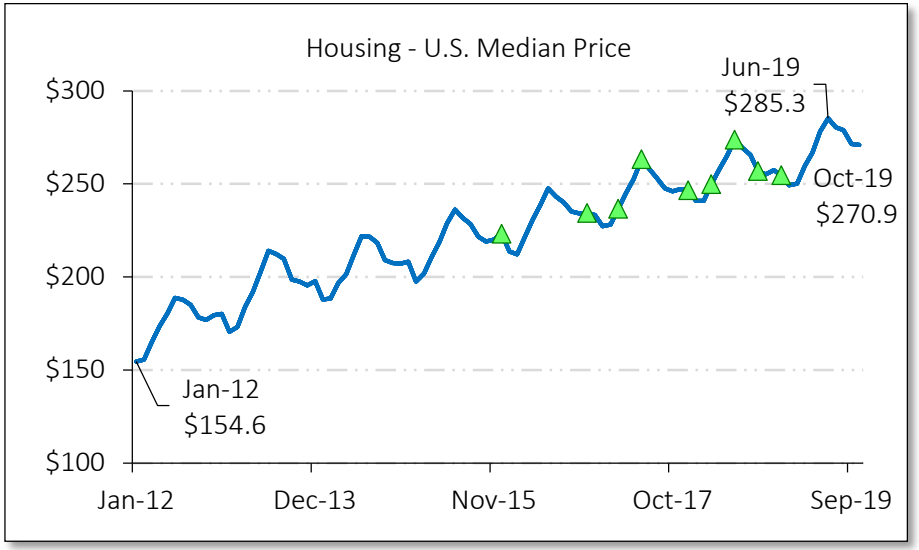
Public Trust Advisors 2020 ©

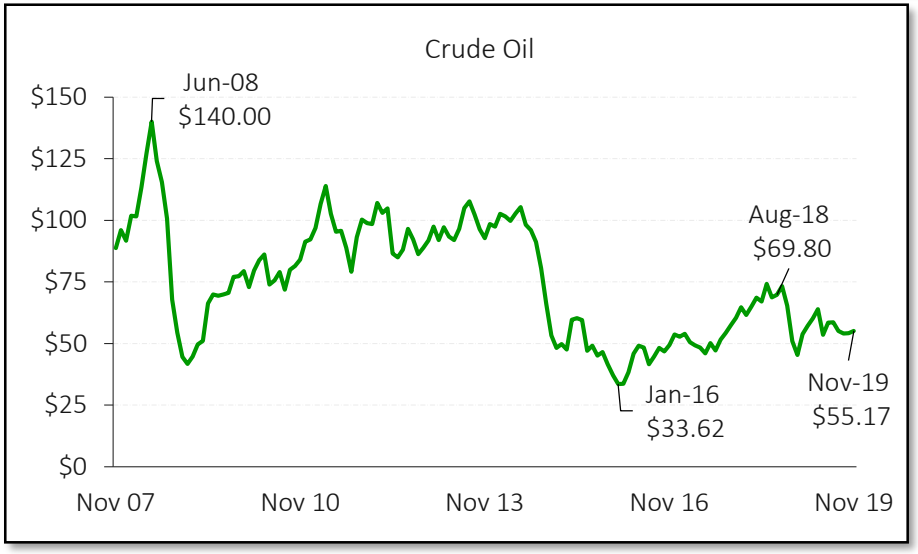
Market Update

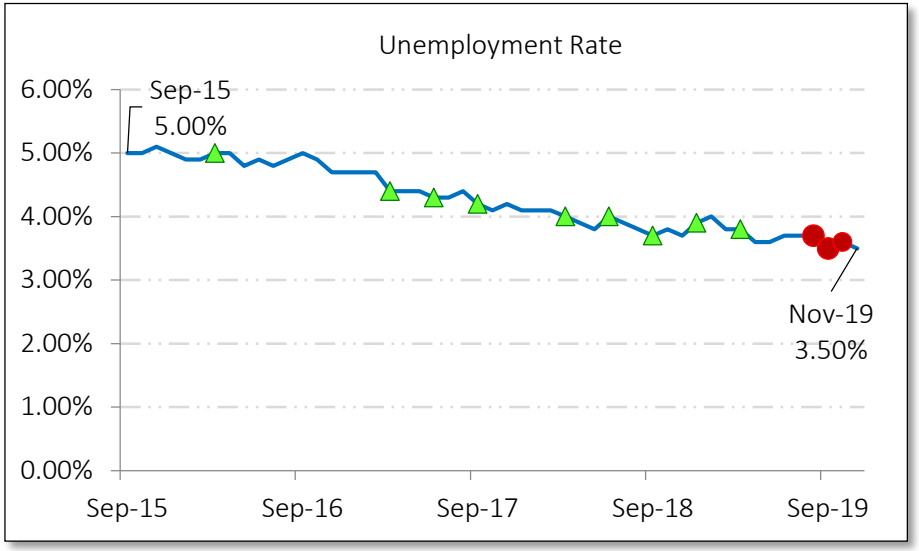
- The FOMC cut the overnight rate for the third time during the October meeting to the current level of 1.50% - 1.75%. Current expectations are for no additional cuts in 2019.
- The median home price in October was $270k, while slightly lower than the summer peak, prices were up 6.1% year over year. The median price of a home is 75% higher than the median price of $154k in February 2012.
- Unemployment remains near historic low levels, currently 3.6% as of October and 1.67 million jobs have been created in 2019 although job growth has slowed compared to 2018 with an average of 167k per month in 2019 compared to 223k per month in 2018.
- Interest rates fell more than between 1.0% - 1.5% versus November 2018. Yields have been particularly volatile since the first FOMC rate cut at the end of July as 2 year U.S. Treasury yields have fluctuated more than 0.40% on a monthly basis since August.
- Third quarter GDP was 2.10% based on the second reading. Slower consumer spending was offset by the improvement in net exports and business spending sectors, which were essentially neutral during the quarter.

Housing and Unemployment





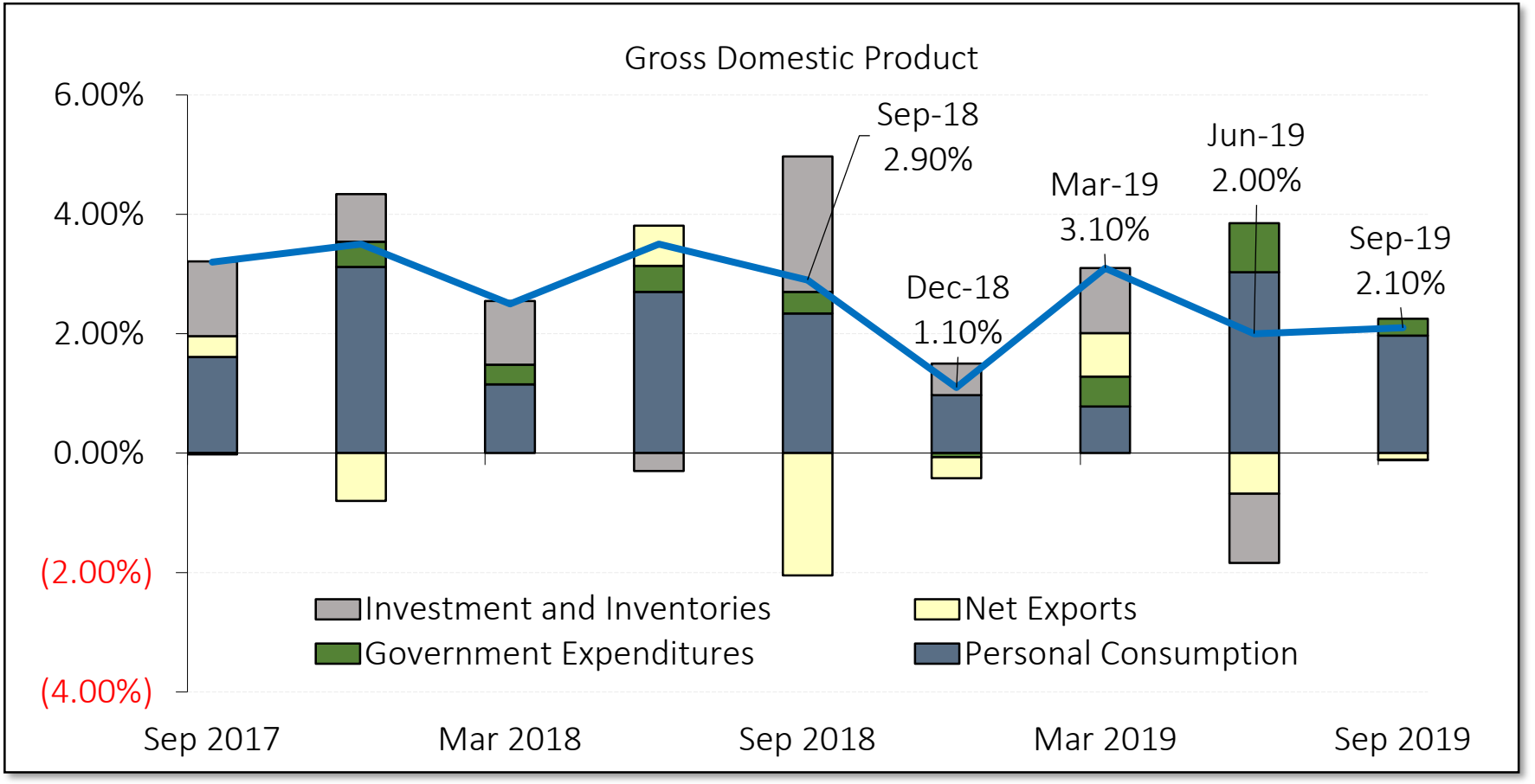




Source: Bloomberg. See additional footnotes at the end of the presentation.

Gross Domestic Product

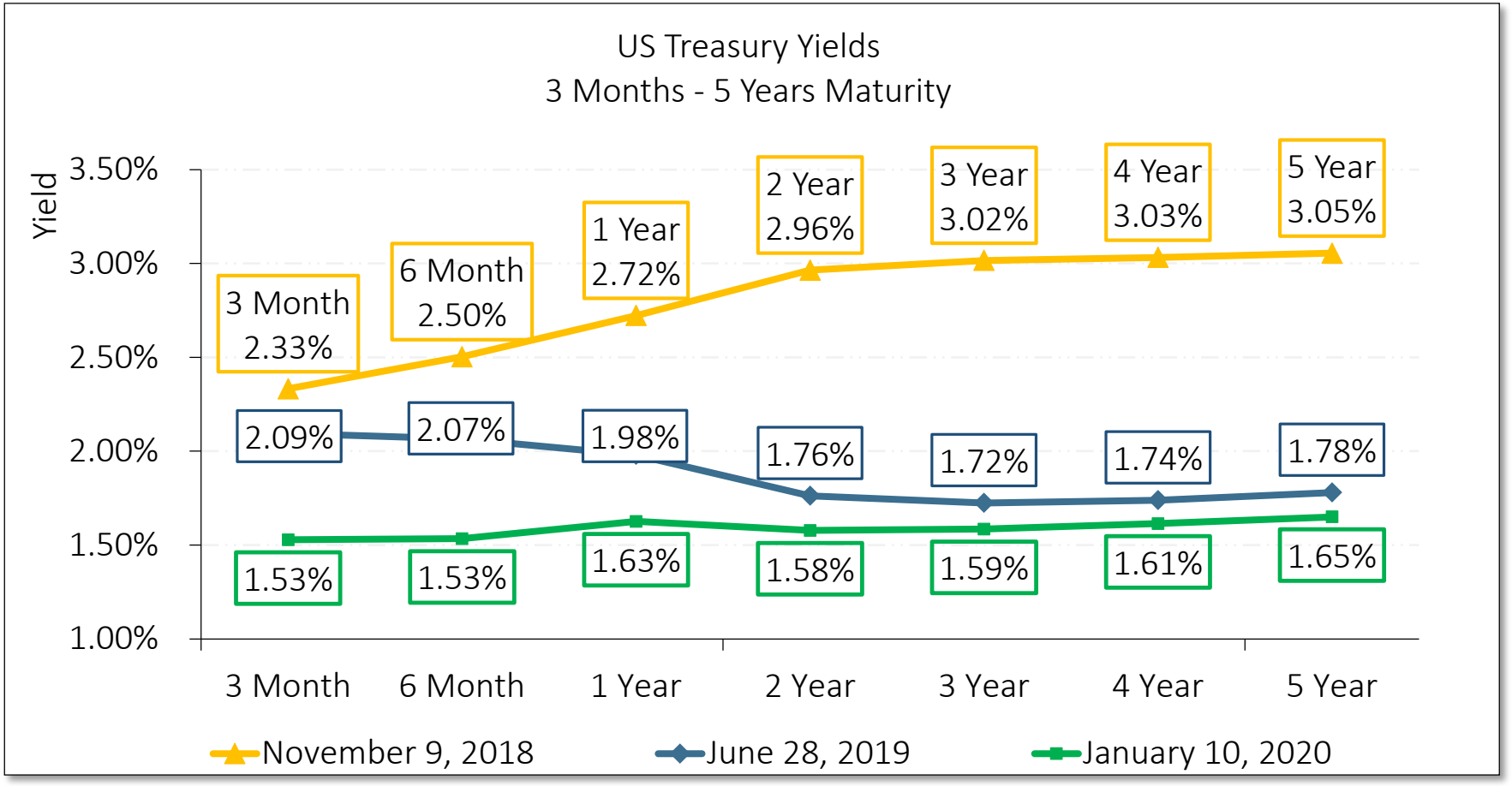
- Third quarter GDP was 2.10% based on the second reading. Slower consumer spending was offset by the improvement in net exports and business spending sectors, which were essentially neutral during the quarter.



Source: Bloomberg. See additional footnotes at the end of the presentation.

Yield Curve November 2018 vs. January 2020

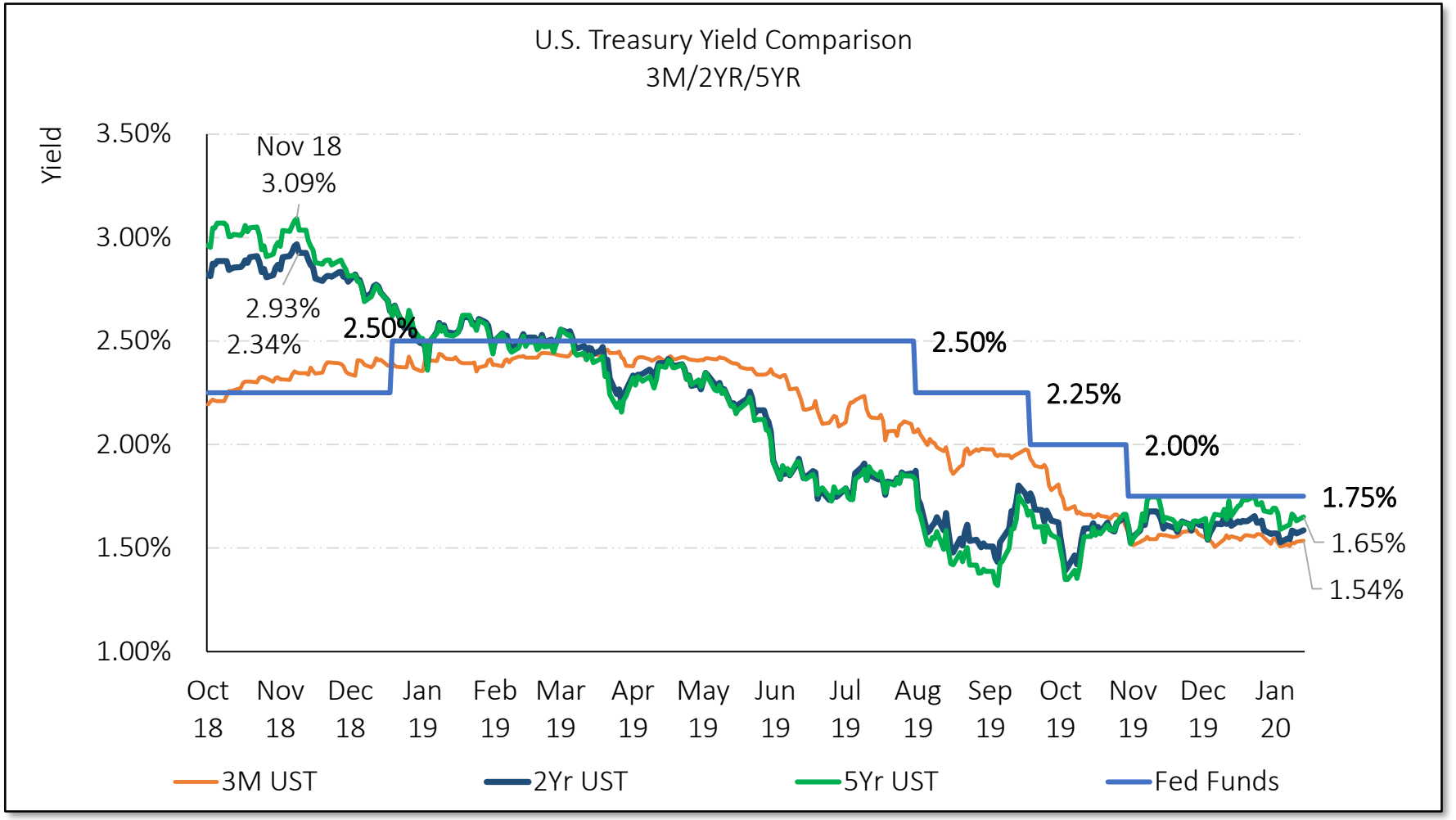
- Interest rates began to level off after falling more than 1.0% compared to a year ago rates falling more than a full percentage point since November 2018 for maturities greater than two years.



Source: Bloomberg. See additional footnotes at the end of the presentation.

Interest Rates Lower Since November 2018

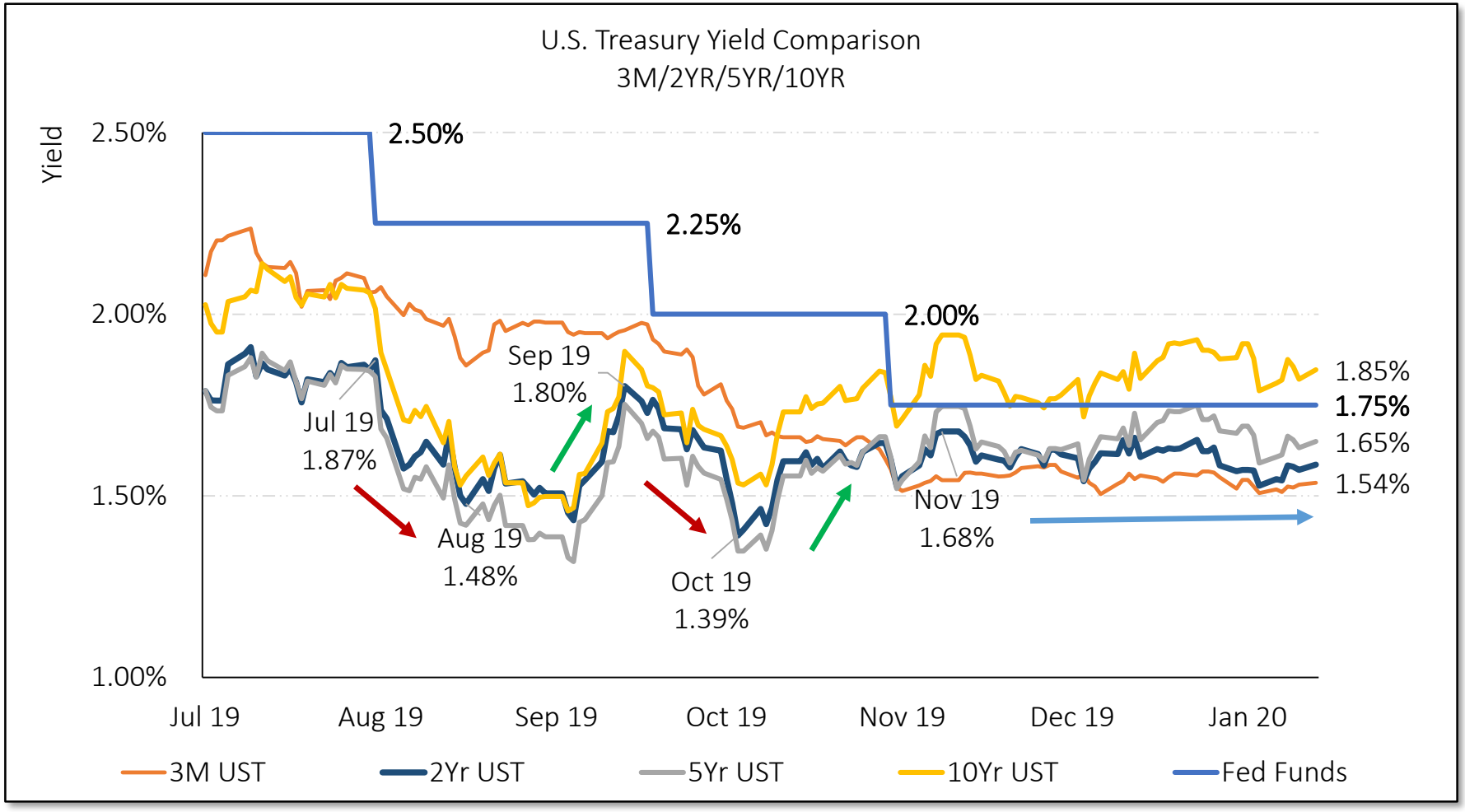
- Yields drop considerably from a year ago.



Source: Bloomberg. See additional footnotes at the end of the presentation.

Interest Rates Settle After Considerable Volatility

- Yields for 2yr – 5yr U.S. Treasuries fluctuated by as much as 40 basis points each month following the first FOMC rate cut in more than 10 years.



Source: Bloomberg. See additional footnotes at the end of the presentation.

FOMC Rate Projections – July 2019

- As of early July, the market has priced in a 100% chance of a rate cut during July 30-31 FOMC meeting. Also, there is currently a 60% chance of up to four rate hikes in the next 12 months.

99) Export — World Interest Rate Probability

United States — Instrument: Futures: Fed Funds - Effective — Fed Effective Rate 2.41

1) Overview | 2) Future Implied Probability

Current Implied Probabilities — 3) Add/Remove Rates

Dates: Meeting / Calculation — Calculated 07/07/2019 — Based on rate 2.25-2.50

Meeting	Hike Prob	Cut Prob	1-1.25	1.25-1.5	1.5-1.75	1.75-2	2-2.25	Fwd Rate
07/31/2019	0.0%	100.0%	0.0%	0.0%	0.0%	3.5%	96.5%	2.13
09/18/2019	0.0%	100.0%	0.0%	0.0%	2.7%	74.2%	23.2%	1.94
10/30/2019	0.0%	100.0%	0.0%	0.9%	25.5%	57.9%	15.7%	1.86
12/11/2019	0.0%	100.0%	0.4%	11.5%	39.5%	39.7%	9.0%	1.75
01/29/2020	0.0%	100.0%	3.5%	19.3%	39.5%	31.1%	6.5%	1.68
03/18/2020	0.0%	100.0%	7.0%	23.8%	37.7%	25.7%	5.0%	1.62
04/29/2020	0.0%	100.0%	9.3%	25.7%	36.0%	22.8%	4.3%	1.59
06/10/2020	0.0%	100.0%	12.6%	27.8%	33.3%	19.0%	3.5%	1.54
07/29/2020	0.0%	100.0%	14.6%	28.5%	31.5%	17.1%	3.0%	1.51

Source: Bloomberg. See additional footnotes at the end of the presentation.

FOMC Rate Projections – January 2020

- Rate cut expectations have decreased since the summer. Currently the market expects one to two additional rate cuts in 2020.

Region: United States »
Instrument: Fed Funds Futur
Target Rate 1.75
Effective Rate 1.54
Pricing Date
Cur. Imp. O/N Rate

Meeting	#Hikes/Cuts	%Hike/Cut	Imp. Rate Δ	Implied Rate
01/29/2020	+0.123	+12.3%	+0.031	1.578
03/18/2020	+0.149	+2.6%	+0.037	1.584
04/29/2020	+0.023	-12.6%	+0.006	1.552
06/10/2020	-0.113	-13.6%	-0.028	1.519
07/29/2020	-0.257	-14.4%	-0.064	1.483
09/16/2020	-0.458	-20.1%	-0.115	1.432
11/05/2020	-0.599	-14.1%	-0.150	1.397
12/16/2020	-0.759	-16.0%	-0.190	1.357
01/27/2021	-0.827	-6.8%	-0.207	1.340

Source: Bloomberg. See additional footnotes at the end of the presentation.

Investment Program Review

Public Trust Advisors 2020 ©

Current City Investments

- Local Government Investment Pool (LGIP)
  - Florida Prime (SBA)
  - Florida Class
- Money Market
  - Community Bank of the South
- Public Trust Advisor
  - Operating Account
  - Enhanced Cash
  - Reserves
  - Debt Service Reserves
  - 2018 Bond Proceeds

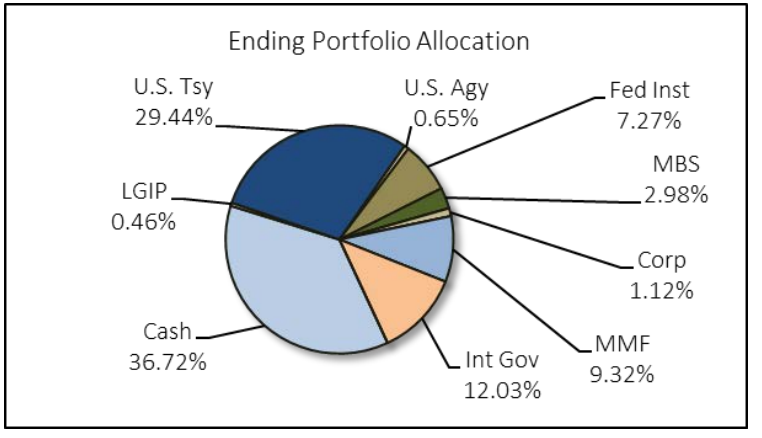
Public Trust Advisors 2020 ©

City of Cocoa Asset Allocation as of September 30, 2019

Security Distribution[1]	September 30, 2019 Ending Balance	Portfolio Allocation	Issuer Description[1]	Sec. Desc.	September 30, 2019 Ending Balance	Portfolio Allocation	Permitted by Policy[2]	Compliant
Cash	$ 46,835,599.07	36.72%	Cash	Cash	$ -	0.00%	100.00%	YES
LGIP	592,049.77	0.46%	FL PRIME (SBA)[2]	LGIP	592,049.77	0.46%	25.00%	YES
U.S. Treasury Notes	37,556,135.77	29.44%	FLCLASS	Int Gov	15,342,608.05	12.03%	40.00%	YES
U.S. Agency Notes	828,126.02	0.65%	CBOS[2]	MMF	2,092,065.96	1.64%	15.00%	YES
FNMA	4,138,220.98	3.24%	SunTrust Master[2]	Cash	44,743,533.11	35.08%	100.00%	YES
FHLMC	6,252,481.04	4.90%	Fidelity MMF	MMF	11,892,388.44	9.32%	15.00%	YES
FFCB	-	0.00%	U.S. Treasury Notes	UST	37,556,135.77	29.44%	100.00%	YES
FHLB	2,678,586.65	2.10%	U.S. Agency Notes	US Agy	828,126.02	0.65%	25.00%	YES
Fed Inst Subtotal	**$ 13,069,288.67**	**10.25%**	FNMA	GSE	3,351,404.58	2.63%	25.00%	YES
Asset Backed Securities	-	0.00%	FHLMC	GSE	3,239,034.78	2.54%	25.00%	YES
Commercial Paper	-	0.00%	FFCB	GSE	-	0.00%	25.00%	YES
Corporate Notes	1,431,032.42	1.12%	FHLB	GSE	2,678,586.65	2.10%	25.00%	YES
Bankers Acceptances	-	0.00%	JPMorgan Chase & Co.	Corp	251,499.44	0.20%	5.00%	YES
Money Market Funds	11,892,388.44	9.32%	Walmart Inc.	Corp	456,435.32	0.36%	5.00%	YES
Municipal Bonds	-	0.00%	Wells Fargo & Company	Corp	723,097.66	0.57%	5.00%	YES
FLCLASS	15,342,608.05	12.03%	FHLMC MBS	MBS	3,013,446.26	2.36%	5.00%	YES
Certificates of Deposit	-	0.00%	FNMA MBS	MBS	786,816.40	0.62%	5.00%	YES
Total Portfolio MV	**$ 127,547,228.21**	**100.00%**	**Total Portfolio MV**		**$ 127,547,228.21**	**100.00%**		

(1) Mortgage backed securities included in security description and listed separately in issuer description. Public Trust managed assets represent market value plus accrued

(2) External assets not managed by Public Trust. Information provided by City staff. Asset allocation limits defined in the City's investment policy.



Source: Public Trust. See additional footnotes at the end of the presentation.

Enhanced Cash Portfolio

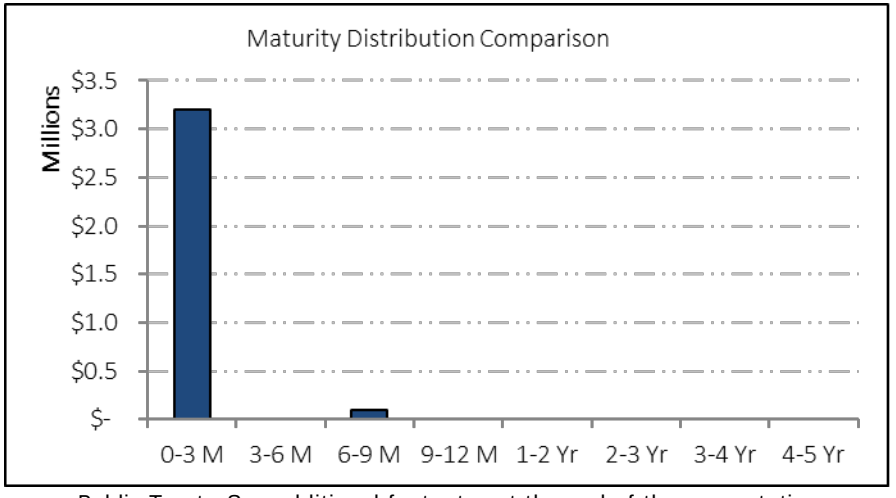
- The Enhanced Cash Portfolio is designed to provide funding throughout the fiscal year
- The portfolio is diversified with highly rated fixed income securities.
- Consider consolidating this portfolio with the Operating Portfolio based on cash flow analysis given current market conditions to reduce reinvestment rate risk .

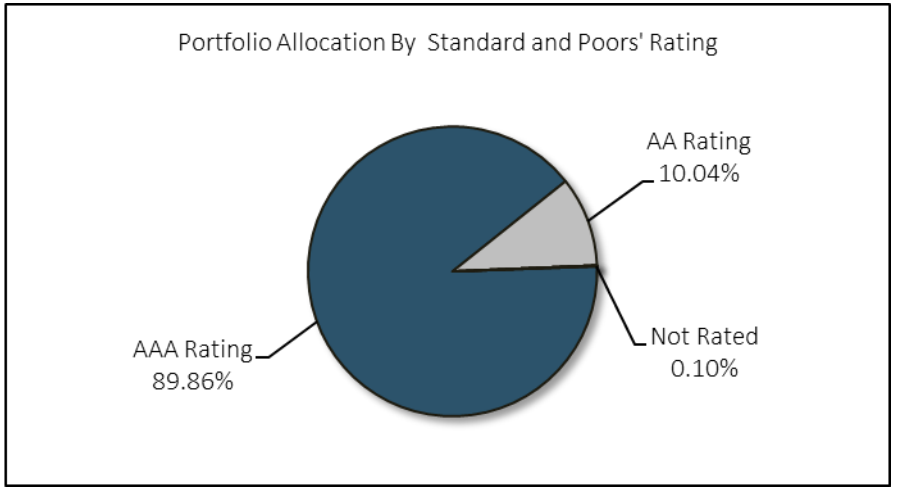
September 30, 2018

Market Value	$3,152,490.33
Duration (Avg. Mat.)	0.38
Book Yield	2.06%

September 30, 2019

Market Value	$3,305,295.60
Duration (Avg. Mat.)	0.02
Book Yield	1.74%





Source: Public Trust. See additional footnotes at the end of the presentation.

Operating Portfolio

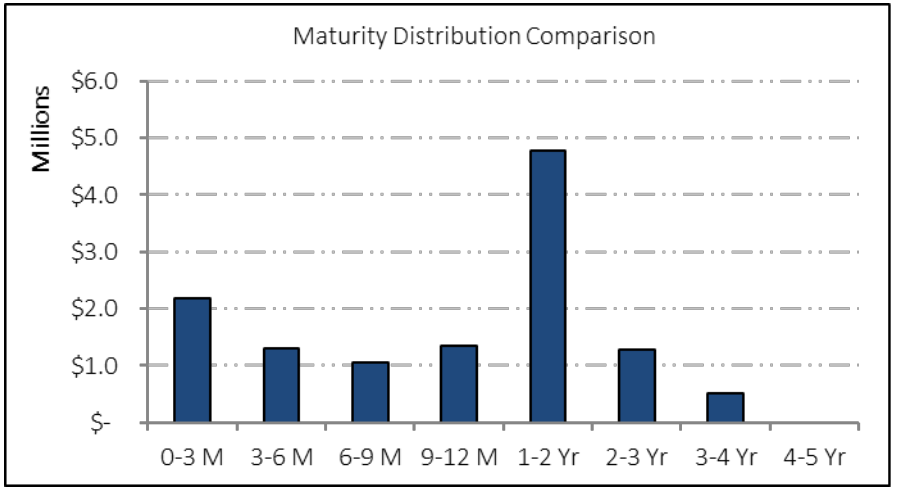
- The Operating Portfolio provides funding over multiple fiscal years. The portfolio is structured with maturities between one and five years. Funds are undesignated.
- The portfolio is diversified with highly rated fixed income securities.
- Will look to extend duration with upcoming maturities to reduce reinvestment rate risk.

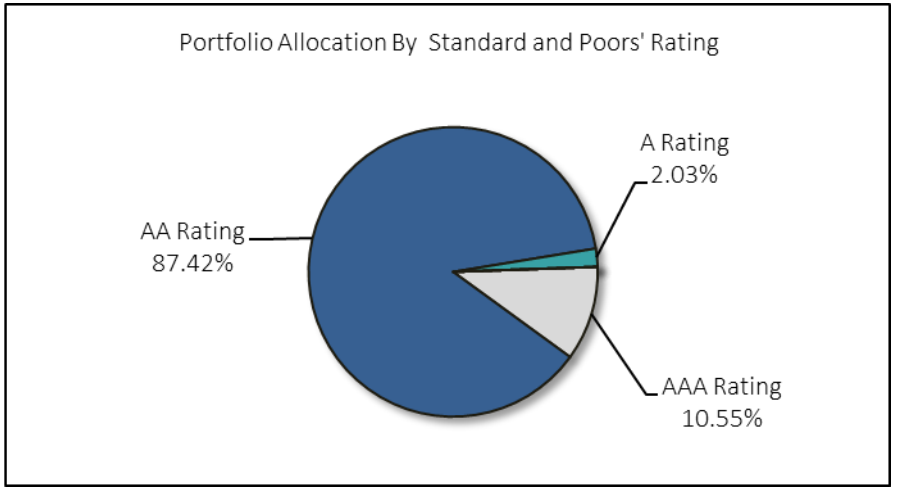
September 30, 2018

Market Value	$11,974,235.99
Duration (Avg. Mat.)	1.66
Book Yield	2.02%

September 30, 2019

Market Value	$12,477,571.89
Duration (Avg. Mat.)	1.11
Book Yield	2.07%





Source: Public Trust. See additional footnotes at the end of the presentation.

Reserves Portfolio

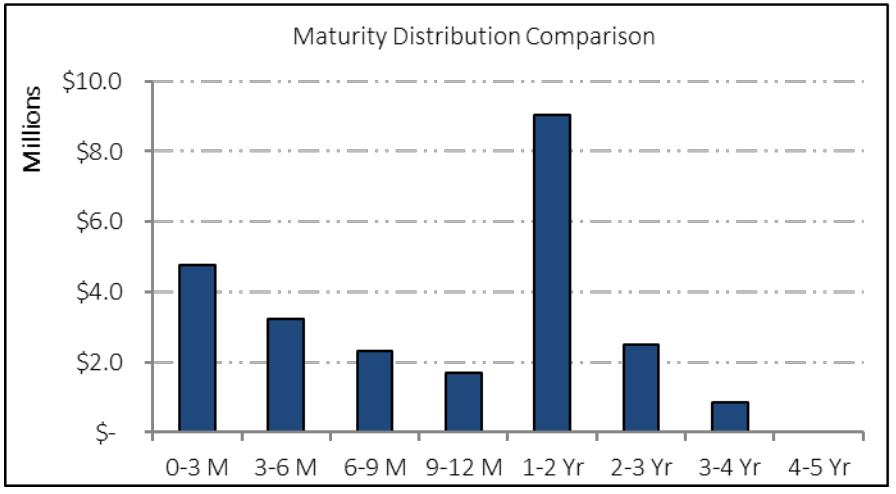
- The Reserves Portfolio is structured based on requirements defined in the bond indenture for the City's outstanding debt per debt issuance. The portfolio is structured to with maturities between one and five years.
- The portfolio is diversified with highly rated fixed income securities.
- Will look to extend duration with upcoming maturities to reduce reinvestment rate risk.

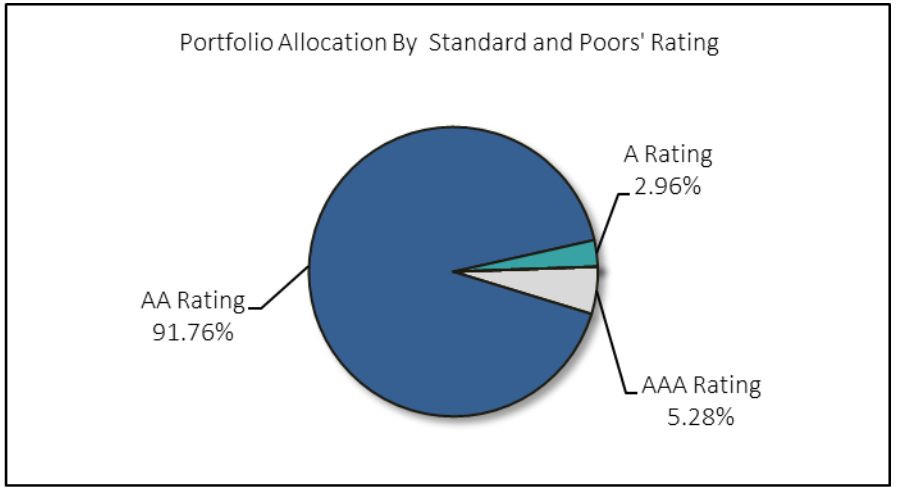
September 30, 2018

Market Value	$23,412,540
Duration (Avg. Mat.)	1.67
Book Yield	2.04%

September 30, 2019

Market Value	$24,377,926
Duration (Avg. Mat.)	1.00
Book Yield	2.08%





Source: Public Trust. See additional footnotes at the end of the presentation.

Restricted Portfolio

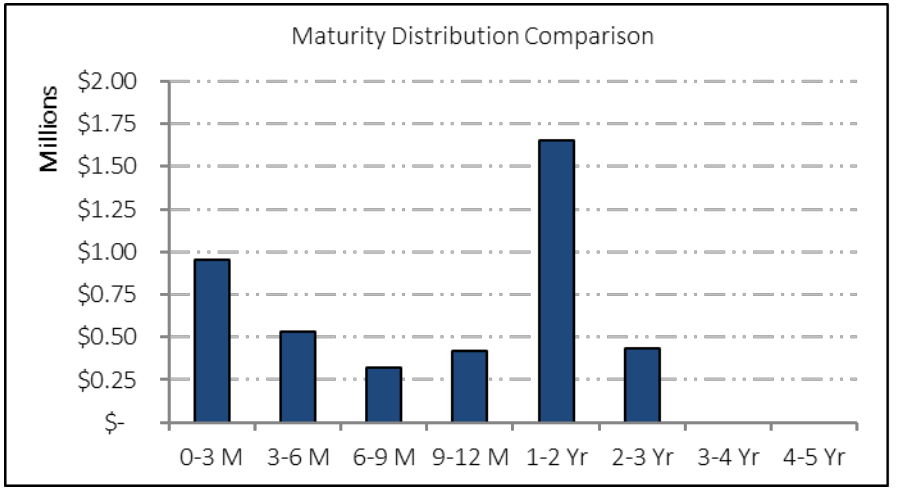
- The Restricted Portfolio is restricted cash that is held long-term. As the cash is restricted and held long-term, the funds are invested to obtain a better yield that holding in the cash operating account.
- The portfolio is diversified with highly rated fixed income securities.
- This portfolio will maintain a structure based on requirements with bond covenants.

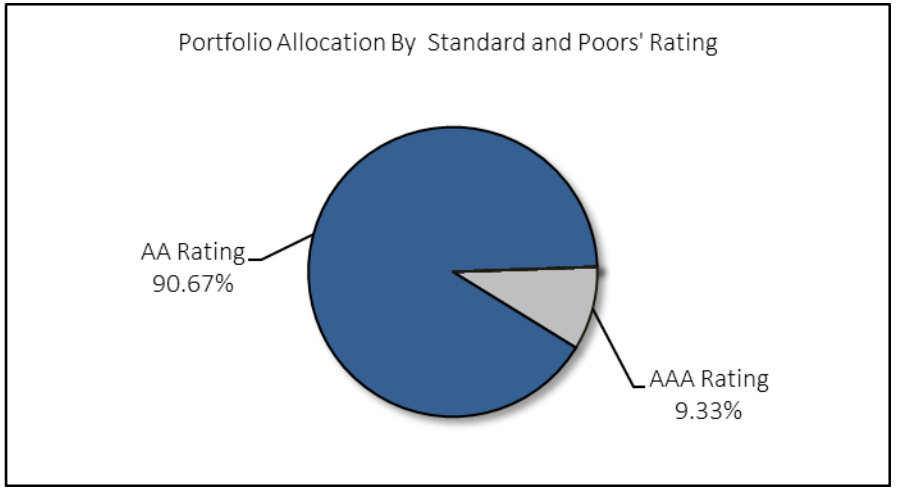
September 30, 2018

Market Value	$4,201,421
Duration (Avg. Mat.)	1.67
Book Yield	2.01%

September 30, 2019

Market Value	$4,312,022
Duration (Avg. Mat.)	0.92
Book Yield	2.03%





Source: Public Trust. See additional footnotes at the end of the presentation.

2018 Bond Portfolio

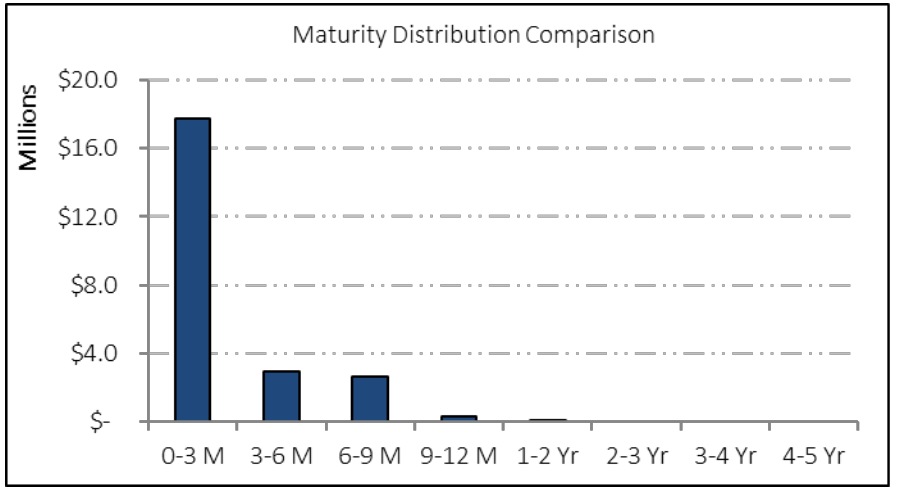
- The 2018 Bond Portfolio is structured based on anticipated projected expenditures.
- The portfolio is diversified with highly rated fixed income securities for longer term expenditures and a AAA rated Local Government Investment Pool for daily liquidity.
- Portfolio structure is based on project expenditures through the life of the project.

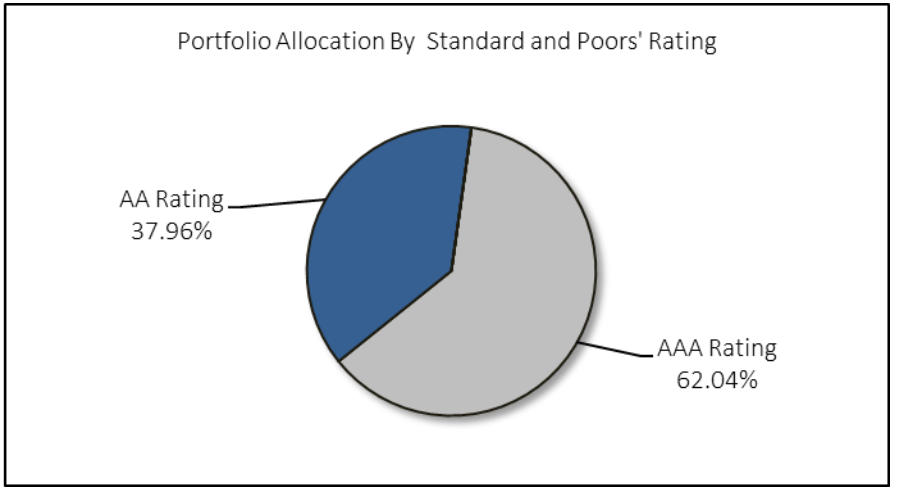
September 30, 2018

- NA

September 30, 2019

Market Value	$39,065,696
Duration (Avg. Mat.)	0.11
Book Yield	2.30%





Source: Public Trust. See additional footnotes at the end of the presentation.

Disclosures

This presentation is for informational purposes only. All information is assumed to be correct but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The information presented should not be used in making any investment decisions and is not a recommendation to buy, sell, implement or change any securities or investment strategy, function or process. Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact, and these assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented and are for discussion purposes only and should not be used for making calculations and/or decisions. The data in this presentation is unaudited.

Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. The information contained herein has been obtained from sources that we believe to be reliable but its accuracy and completeness are not guaranteed. There is no guarantee that investment strategies will achieve the desired results under all market conditions, and each investor should evaluate its ability to invest long-term, especially during periods of a market downturn. Past performance is not an indicator of future performance or results. Any financial and/or investment decision may incur losses. The materials in the attached are opinions of Public Trust Advisors, LLC and should not be construed as investment advice.

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

Benchmarks are provided for illustrative purposes only. Comparisons to benchmarks have limitations because benchmarks have volatility and other material characteristics that may differ from the portfolio. Also, performance results for benchmarks do not reflect payment of investment management/incentive fees and other fund expenses. Because of these differences, benchmarks should not be relied upon as an accurate measure of comparison.

Legislation Details (With Text)

File #:	20-33	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	1/6/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approve Task Order # 5 and the Purchase Order for Stantec Consulting Services Inc., for a complete Water/Sewer and Reclaim Utility Rate Study, using the Continuing Financial Services Agreement. Approve BAF 20-027-T and a Budget Resolution Amending the FY 2020 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03_13_19_ Agreement for Continuing Financial Analysis Services.pdf Budget Resolution FY 2020.pdf Task Order #5- FY20 Water and Sewer Full Rate Study.pdf BAF 20-027-T -UT-Utility Rate Study (1-22-19)~ Agenda 20-033.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2020
Agenda Date: January 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Task Order # 5 and the Purchase Order for Stantec Consulting Services Inc., for a complete Water/Sewer and Reclaim Utility Rate Study, using the Continuing Financial Services Agreement. Approve BAF 20-027-T and a Budget Resolution Amending the FY 2020 Budget.

BACKGROUND:

Each year the City of Cocoa works with a consultant to review the revenue sufficiency of the Utility System, to evaluate whether current revenues are meeting personal services, operating, and capital needs. In addition to these services, and since it has been ten years, Staff feels this year a full rate study is warranted, to assess the Water, Sewer and Reclaim Rates and the fair and equitable distribution of costs to our customers. During the rate study, a review of miscellaneous fees and charges will also be reviewed, to ensure the City follows generally accepted industry practices.

In FY2019 the City of Cocoa procured the Services of Stantec Consulting Inc. via a five year Continuing Financial Services Agreement. This is year two of the agreement, with no increase in pricing for services. Stantec Consulting Inc. has a long history working and evaluating the Cities Utility, and Staff recommends City Council approve Task Order #5 - FY2020 Water and Sewer Rate Study in the amount of $78.749. City Staff also recommends a Budget Transfer moving auditing

expenses, which is included in the allocation from Utilities to the General Fund and no longer needed in the Utility Budget, to Professional Services, to cover the total cost of the Task Order.

The completion date of the FY2020 Water and Sewer Full Rate Study is slated for 5/31/2020, and will be presented to City Council for recommended motions.

STRATEGIC PLAN CONNECTION:

Maintain a fiscally sustainable Enterprise Fund and continued high quality of services.

BUDGETARY IMPACT:

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

Budget Adjustment # 20-027-T

Amount Requested	($40,000)
Account Number	421-4010-536.32-00
Account Name	Auditing and Accounting

Amount Requested	$40,000
Account Number	421-4010-536.31-00
Account Name	Professional Services

FY2020 Budget $38,749

Total Task Order/Purchase Order $78,749
Professional Services
421-4010-536.31-00

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve Task Order # 5 and the Purchase Order for Stantec Consulting Services Inc., for a complete Water/Sewer and Reclaim Utility Rate Study, using the Continuing Financial Services Agreement. Approve BAF 20-027-T and a Budget Resolution Amending the FY 2020 Budget.

AGREEMENT FOR
CONTINUING FINANCIAL ANALYSIS SERVICES

THIS AGREEMENT is made and entered this 13 th day of March 2019, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **STANTEC CONSULTING SERVICES INC.**, a New York corporation authorized to conduct business in the State of Florida ("Consultant"), whose principal address is 200 Business Park Circle, Suite 101, St. Augustine, Florida 32095.

WITNESSETH:

WHEREAS, for approximately the past ten (10) years, the Consultant has provided a variety of financial analysis and budgeting consulting services to the City; and

WHEREAS, the consulting services provided by the Consultant include, but have not been limited to, the creation of extremely detailed and proprietary financial models regarding crucial and integrated operations of the City that the City heavily relies upon to make important and comprehensive financial, rate making and budget decisions on an annual and projected basis; and

WHEREAS, given the proprietary nature of the services provided to the City by Consultant, and Consultant's unique and on-going familiarity with the integrated financial operations of the City, the City has determined it is in the best interests of the City to waive competitive bidding and enter into a comprehensive consulting services agreement with the Consultant to incorporate the variety of financial analysis and budgeting services deemed necessary and crucial by the City to promote and preserve fiscal sustainability.

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 Term. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 Task Orders. 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" shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Consultant to provide the financial analysis 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. "Consultant" shall mean Stantec Consulting Services 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 Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, 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 2.1 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.1 herein, which sets forth the Work to be performed by the Consultant 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 Consultant and the Consultant 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 Consultant to perform financial analysis services on a "task" basis. In general, such services may include, but not be limited to, those studies, assessments, and analyses (and related updates) listed in the general Scope of Work, i.e., a broad description of the Services that may be provided by Consultant, attached hereto as **Exhibit A.** When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g., straight hourly rate for work performed, a not-to-exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee 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 expenses proposed to be eligible for reimbursement. The City will review the Task Proposal 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 Consultant through a Task Order may include any financial analysis services for any City 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 Consultant 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 Consultant 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 financial analysis companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Consultant 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 Consultant under this Agreement.

2.3 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Consultant, unless otherwise agreed by the City in writing, are set forth in **Exhibit B** and fully incorporated herein by reference.

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 Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and the Consultant shall be compensated for said services in accordance with the terms of Article 7.0 herein. All change orders shall be authorized in writing by the City's and the Consultant'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 Consultant shall perform Services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Consultant 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 Consultant 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 Consultant without the City's prior written consent, except as provided in Sections 3.1 and 21.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefor.

5.0 CITY'S RESPONSIBILITIES

5.1 The City Manager or his designee shall act as the City's representative with respect to this Agreement, and will have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions.

5.2 The City shall furnish to the Consultant all applicable information and technical data in the City's possession or control reasonably required for the proper performance of the Services. The Consultant shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 The City shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by the Consultant, and seek legal advice or the advice of an insurance counselor or other consultant(s) as the City deems appropriate for such examination. If any document requires the City to approve, comment, or to provide any decision or direction, such approval, comment, decision, or direction shall be provided within a reasonable time within the context of the schedule for the Services for each particular Task Order.

5.4 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to properly perform the Services.

6.0 CONSULTANT'S RESPONSIBILITIES

6.1 The Consultant shall designate a project manager for each Task Order.

6.2 It is agreed between the parties that there is no intention for the Consultant to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

6.3 The Consultant shall treat as confidential and proprietary all information and data delivered to it by the City. Confidential information shall not be disclosed to any third party, other than Consultant's permitted subcontractors or sub-consultants, during or subsequent to the term of this Agreement. To the extent that the Consultant assists the City and provides services in any confidential mediation or other legal proceeding, the Consultant shall treat all mediation/legal proceeding information and data as confidential, if directed to do so by the City. Nothing contained herein shall preclude the Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by the Consultant; or (iii) where disclosure or submission to any governmental authority is required by any applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other

requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to the City.

7.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

7.1 General Services. For basic and additional Services performed by the Consultant's principals, employees and resident project representatives (and assistants) pursuant to Articles 2.0 and 3.0, the City agrees to pay the Consultant 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.

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

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

7.4 Local Government Prompt Payment Act. Payment shall be due and payable as provided by the Local Government Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

7.5 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 consulting costs or costs associated with delays caused in whole or in part by the Consultant.

7.6 Errors and Deficiencies. The Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Consultant's services provided under this Agreement.

7.7 Payment Offsets. To the extent that the Consultant 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 Consultant for any money owed to the City by the Consultant. Before withholding any payments, the City will provide Consultant with at least five (5) business days'

notice to afford Consultant an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

7.8 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 Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's performance of any Services provided under this Agreement.

7.9 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 Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Consultant 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 Consultant'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.

7.10 Acceptance of Payment. Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

7.11 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 Consultant, the Consultant 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 Consultant for any claims relating to the validity of a finding by the City of overpayment.

7.12 Partial Payments. Payment made to the Consultant 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 Consultant 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.

8.0 RIGHT TO INSPECTION

8.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Consultant.

8.2 No inspection, review or observation shall relieve the Consultant of its responsibility under this Agreement.

9.0 PROGRESS MEETING

9.1 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 Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

10.0 SAFETY

10.1 The Consultant 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.

11.0 REASONABLE ACCESS

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

12.0 INSURANCE

12.1 Liability Amounts. During the term of this Agreement, the Consultant 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 $3,000,000.00 per claim and in the aggregate.

b. General Liability. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly employed by or contracting with the Consultant.

c. Automobile Liability. The Consultant 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 the Consultant or by anyone directly or indirectly employed by the Consultant.

d. Workers' Compensation. The Consultant 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.

12.2 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 12.1.b and 12.1.c herein, as its interest may appear, from time to time.

12.3 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 or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant 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 Consultant. The Consultant 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 Consultant 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 proofs of insurance 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 the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant 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 Consultant shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

13.0 COMPLIANCE WITH LAWS AND REGULATIONS

13.1 The Consultant 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.

14.0 REPRESENTATIONS

14.1 The Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order; shall be consistent with recognized and customarily accepted, industry standard financial analysis practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Consultant's Services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Consultant 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 consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on the Consultant's behalf with respect to the Services. In addition, the Consultant'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 Consultant shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to the Consultant's Services. The Consultant's Services shall comply with all applicable requirements imposed by all public authorities. The Consultant 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 Consultant 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 Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, the Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant 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 professional and reasonable manner in conformance with the requirements of this Agreement.

14.2 The Consultant 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.

15.0 GUARANTEE AGAINST INFRINGEMENT

15.1 The Consultant 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 Consultant 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 Consultant may elect to provide non-infringing services.

16.0 DOCUMENTS

16.1 Public Records. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Consultant 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 Consultant 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 Consultant. 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 Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the Services as agreed to herein. Consultant 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. Consultant 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, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant 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 Consultant 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 Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be

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

16.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Consultant 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 Consultant, 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 Consultant.

16.3 Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant 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 Consultant 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 Consultant 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 Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

16.4 Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Consultant 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.

17.0 ASSIGNMENT

17.1 The Consultant 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 Consultant 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.

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

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

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

18.0 INDEPENDENT CONTRACTOR

18.1 At all times during the term of this Agreement, the Consultant and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

19.0 RIGHTS IN DATA

19.1 The financial analysis and management modeling system known as FAMS-XL© and all of its supporting modules are owned by the Consultant. All ownership of FAMS-XL© will be retained by the Consultant. Subject to entering into a license agreement with the Consultant, the City will have usage rights only. The City will not have any ownership interests in FAMS-XL© or its source code whatsoever. The City may not use FAMS-XL© for the benefit of other parties nor may the City allow other parties to use FAMS-XL©, or its source code, for any purpose or reason. The City may not copy or replicate FAMS-XL© in any way or form and the City may not give, sell, or allow access to FAMS-XL©, or its source code, to any other party for any purpose or reason.

20.0 TERMINATION

20.1 The City may terminate all or part of this Agreement for the City's convenience by providing ten (10) days written notice to the Consultant.

20.2 In the event of termination of this Agreement, any completed Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, 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 Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

21.0 FORCE MAJEURE

21.1 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 Consultant'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.

22.0 GOVERNING LAW & VENUE

22.1 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.

23.0 HEADINGS

23.1 Article, Section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

24.1 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.

25.0 WAIVER AND ELECTION OF REMEDIES

25.1 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.

25.2 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.

26.0 THIRD PARTY RIGHTS

26.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

27.0 PROHIBITION AGAINST CONTINGENT FEES

27.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, 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.

28.0 ENTIRE AGREEMENT

28.1 This Agreement, including any Task Orders, Schedules, Attachments, Appendices, and Exhibits attached hereto, constitutes the entire agreement between the City and the Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

29.0 NO JOINT VENTURE

29.1 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.

30.0 ATTORNEY'S FEES

30.1 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.

31.0 COUNTERPARTS

31.1 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.

32.0 DRAFTING

32.1 The City and the Consultant 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.

33.0 NOTICE

33.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Stantec Consulting Services Inc.
Attention: Michael E. Burton,
Vice President, Financial
Services 4651 Salisbury Rd., Suite 350
Jacksonville, FL 32256
(904) 247-0787 Phone
(904) 241-7708 Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8686 Phone
(321) 433-8698 Fax

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

33.3 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.

34.0 SOVEREIGN IMMUNITY

34.1 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. Consultant 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.

35.0 CORPORATE REPRESENTATIONS BY CONSULTANT

35.1 The Consultant hereby represents and warrants to the City the following:

a. The Consultant 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 Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Consultant.

36.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

36.1 The Consultant shall indemnify and hold harmless the City, its officers, and 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 Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement, including any Task Order.

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

36.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant'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 Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 34.1 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.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant 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 financial analysis 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;

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; and

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than the Consultant's undersigned representative's execution of the Agreement.

38.0 DAMAGES

38.1 Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the Services. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value, or loss of reimbursement or credits from governmental or other agencies.

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., AICP, ICMA-CM

Title: City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

CONSULTANT:
STANTEC CONSULTING SERVICES INC.

By: _____

Print Name: Michael E. Burton

Title: Vice President - Financial Services

By: _____

Print Name: Andrew Burnham

EXHIBIT A
GENERAL SCOPE OF WORK

Broad Description of Services; Types of Studies, Assessments, and Analyses

Fiscal Year Stormwater Rate Studies and Assessment Roll Updates
Fiscal Year Indirect Cost Allocation Updates
Fiscal Year General Fund Financial Sustainability Analysis Updates
Fiscal Year Fire Assessment Updates
Fiscal Year Water, Sewer & Reclaimed Water Financial Sustainability Analysis Updates and/or Rate Studies
Any other miscellaneous financial studies or budgeting services needed by the City that involve use of Consultant's proprietary financial models and utilize or benefit from Consultant's unique and on-going familiarity with the integrated financial operations and utility systems of the City.

EXHIBIT B
MAXIMUM RATES

The following rates will apply for the studies, assessments, and analyses to be conducted by Consultant for the 2019 and 2020 fiscal years. Beginning with fiscal year 2021, and each year thereafter, the rate will increase by two and one-half percent (2.5%) unless otherwise agreed by the parties in writing.

Role	Hourly Rate
Project Principal	$325.00
Project Director	$250.00
Managing Consultant	$225.00
Project Analyst	$125.00
Administrative	$110.00

Expenses will be calculated as four percent (4%) of the total consulting fee.

RESOLUTION NO. 2020-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 22nd day of January, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

January 7, 2019

Attention: Mr. John A. Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Mr. Titkanich,

Reference: Task Order #5 - FY20 Water and Sewer Full Rate Study

This proposed Task Order #5 is to conduct an FY20 Water and Sewer Full Rate Study for the City's Utility. The attached Project Work Plan and Fee Estimate indicates successful completion of the project will require 400 consulting hours for a lump sum fee of $78,749, inclusive of out-of-pocket expenses. If this proposed Task Order is acceptable to you, please execute on the following page and return to me via email as the notice to proceed.

We can begin work on this study immediately and commit to its completion coincident with your FY21 budget development process with a completion date no later than May 31, 2020.

We look forward to being of service to the City on this project. If you have any questions upon review, please do not hesitate to call me at (941) 504-7239.

Regards,

Stantec Consulting Services Inc.

Kelly Westover MBA, PMP, CFM
Managing Consultant
Phone: 941-504-7239
Kelly.Westover@stantec.com

Attachment: Project Work Plan and Fee Estimate

Reference: **Task Order #5 - FY20 Water and Sewer Full Rate Study**

Affixing of signatures below indicates acceptance of this Task Order under the terms and conditions of the CSA Contract between the City of Cocoa and Stantec Consulting Services, Inc. dated March 13, 2019.

Accepted by the City of Cocoa, FL:	**Accepted by Stantec Consulting Services Inc.**
	
Signature	Signature
	Kelly Westover
Name	Name
	Managing Consultant
Title	Title
	January 7, 2019
Date	Date

Reference: Task Order #5 - FY20 Water and Sewer Full Rate Study

City of Cocoa

Water and Wastewater Rate Study

Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours						Total Project
	Project Principal	Project Director/ QC	Project Director	Managing Consultant	Analyst	Admin	
Resources →	Burnham	Bearman	Dykstra	Westover	Silence/Napoli		
Hourly Rates →	$325	$250	$250	$225	$125	$110	
Task 1 Project Initiation							
1.1 Perform project set up activities.	1	1	1	1	2	2	6
1.2 Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.	0	0	1	1	0	0	2
1.3 Conduct **in-person kick-off meeting** to review project objectives, schedule, key issues, approach,	6	0	6	6	0	0	12
1.4 Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.	0	0	1	0	2	0	3
Task 1 Hours							23
Task 1 Fee							$7,295
Task 2 Revenue Sufficiency Analysis - Develop a Multi-year Financial Forecast and							
2.1 Prepare water, wastewater and reclaimed water customer and demand analysis to determine projected growth, trends in usage patterns and total projected water, wastewater and reclaimed water system customers, ERCs and usage.	0	0	1	0	2	0	3
2.2 Obtain, verify and input financial and billing data into Burton & Associates proprietary FAMS XL model, run the model and produce preliminary output, including a ten year financial management program that will include the following separately for the water and wastewater systems:	0	0	2	0	16	0	18
o Capital Improvements Program and Capital Financing Plan							
- Project listing by year.							
- Alternative funding sources for capital projects.							
- Optimum fubnding source by project by year.							
o Borrowing Program							
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.							
- Timing of bond issue(s)/loan(s) to provide required borrowed funds.							
- Annual debt service of bond issue(s)/loan(s).							
o Revenue Sufficiency Analysis							
- Annual revenue projections.							
- Annual operations and maintenance expense projections.							
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.							
- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.							
o Sources and Uses of Funds Analysis							
o Funds Analysis							
- Spend down limits (minimum reserve requirements) by fund.							
- Beginning and ending funds balances by fund by year.							
2.3 Make adjustments to FAMS-XL as required to model the utility's specific financial dynamics.	0	0	1	0	2	0	3
2.4 Review results with consulting team, make required adjustments and create alternatives scenarios.	0	0	2	1	2	0	5
2.5 Meet with City staff in an in person **interactive work session #1** to review preliminary results.	0	0	6	6	6	0	18
2.6 Make adjustments as required based upon input from City staff in prior sub-task and produce a preliminary Assumptions and Results Workbook.	0	0	1	0	2	0	3
2.7 Perform internal QA/QC on workbook deliverables.	0	2	2	0	0	0	2
2.8 Meet with City staff in a second **interactive work session #2** via internet conference to review adjusted results.	0	0	2	2	2	0	6
2.9 Make adjustments as required based upon input from City staff's review and produce an adjusted Assumptions and Results Workbook.	0	0	1	0	2	0	3
Task 2 Hours							61
Task 2 Fee							$11,275
Task 3 Cost of Service Analysis							
3.1 Identify all test year costs/revenue requirements associated with the provision of water and sanitary sewer service from the preferred financial forecast alternative identified in Task 2 into the cost allocation module.	0	0	1	0	2	0	3
3.2 Develop allocation spreadsheet to allocate costs to services and classes of service (retail and wholesale).	0	0	2	4	6	0	12
3.2 Compare allocated costs/revenue requirements by customer class to revenue generated by existing rates.	0	0	1	0	2	0	3
3.4 Review results with consulting team, make required adjustments and identify key discussion points for review with City staff.	0	0	1	1	2	0	4
3.5 Perform internal QA/QC.	0	2	1	0	0	0	1
3.6 Meet with City staff in an **interactive work session #1** to review preliminary results. (Included in Task 2.5)							
3.7 Make adjustments as required based upon input from City staff and distribute workbooks of preliminary results.	0	0	2	0	4	0	6
3.8 Meet with City staff in an **interactive work session #2** via an internet conference to review adjusted results. (Included in Task 2.8)	0	0	0	0	0	0	0
3.9 Perform adjustments as required based upon input provided by City staff and finalize cost allocation analysis and corresponding cost allocation plan.	0	0	1	0	1	0	2
Task 3 Hours							31
Task 3 Fee							$6,000

Reference: Task Order #5 - FY20 Water and Sewer Full Rate Study

City of Cocoa

Water and Wastewater Rate Study

Project Work Plan and Cost Estimate Schedule

	Project Tasks	Estimated Labor-Hours						Total Project
		Project Principal	Project Director/ QC	Project Director	Managing Consultant	Analyst	Admin	
	Resources →	Burnham	Bearman	Dykstra	Westover	Silence/Napoli		
	Hourly Rates →	$325	$250	$250	$225	$125	$110	
Task 4	**Rate Structure Review and Rate Design**							
4.1	Conduct a diagnostic analysis of the current water and wastewater rate structures for all retail and wholesale customer classes to identify strengths and weaknesses in terms of but not limited to the following criteria:	0	0	2	1	1	0	4
	a. Compliance with legal precedent and generally accepted industry practice (national and local).							
	b. Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system.							
	c. Consistency with policies and management objectives regarding such things as affordability, conservation, economic development, etc.							
	d. Fiscal stability/risk of the utility.							
	e. Ease of administration and understanding to City staff and customers.							
4.2	Develop User Rates:							
	a. Load billing history data into a rate design model and create a bill frequency analysis.	0	0	2	0	4	0	6
	b. Conduct a revenue test to ensure accuracy of billing data.	0	0	1	0	3	0	4
	c. Set up the rate model in conformance with the rate design evaluation in Task 4.1 and the cost allocation results of Task 3.	0	0	3	0	8	0	11
	d. Run the model and prepare alternative rate structures that reflect the City's objectives.	0	0	1	1	2	0	4
	e. Prepare a customer impact analysis to compare alternative water and sewer rates for each customer class to existing rates.	1	0	2	0	3	0	5
	f. Review results with consulting team and adjust as required.	0	0	2	1	4	0	7
	g. Perform internal QA/QC	0	2	1	1	3	0	5
4.3	h. Meet with City staff in an **interactive work session #3** to review preliminary results.	0	0	6	6	6	0	18
4.4	i. Make adjustments based upon input from City staff in the prior sub-task and distribute workbook of preliminary results.	0	0	2	0	3	0	5
4.5	j. Meet with City staff in **interactive work session #4** via internet conference to review adjusted results.	0	0	2	2	4	0	8
4.6	k. Perform adjustments based upon City staff input and finalize alternative rate structure options.	0	0	1	0	1	0	2
	Task 4 Hours							79
	Task 4 Fee							$15,025
Task 5	**Rates and Fees Comparisons**							
5.1	Prepare rate surveys of the existing and proposed rates and rate structures for each customer class for water, sewer, and reclaimed water.	0	0	2	0	8	0	10
5.2	Prepare a comparative survey of local impact and miscellaneous fees, including evaluation of the level of charges and how they are applied (i.e. by meter size, dwelling unit, property use characteristics, fixture counts, etc.).	0	0	2	0	4	0	6
	Task 5 Hours							16
	Task 5 Fee							$2,500
Task 6	**Calculation of Impact Fees**							
6.1	Identify appropriate capacity cost basis and methodology for updating fees.	0	0	2	0	1	0	3
6.2	Integrate existing fixed asset, debt service and capacity data into impact fee model.	0	0	1	0	2	0	3
6.3	Review available capacity reports and obtain current level of service (LOS) standards.	0	0	1	0	2	0	3
6.4	Determine current capacity by function and additional capacity to be added after implementation of the CIP and convert to ERU's based on LOS standards.	0	0	1	0	2	0	3
6.5	Prepare reproduction cost schedule of fixed assets by major system component.	0	0	1	0	3	0	4
6.6	Review CIP with City staff to determine portion of projects for expanded capacity and portions associated with renewal and rehabilitation.	0	0	1	0	2	0	3
6.7	Allocate fixed assets and CIP between major facility components of supply, treatment, transmission/collection, disposal, reuse, etc.	0	0	1	0	2	0	3
6.8	Load appropriate data into our impact fee module, adjust and calibrate, and produce preliminary results.	0	0	2	0	4	0	6
6.9	Link impact fee module with the financial forecast module of Task 2 to evaluate the effects of changes in the impact fees in the capital projects funding plan and the effects upon user fee rate revenue requirements and the overall financial plan.	0	0	1	0	2	0	3
6.10	Review results with consulting team and adjust as required.	0	0	1	1	1	0	3
6.11	Perform internal QA/QC.	0	2	1	0	0	0	1
6.12	Meet with City staff in an **interactive work session #5** to review results of the impact fees.	0	0	6	6	6	0	18
6.13	Perform adjustments based upon input from City staff to finalize fee analysis.	0	0	1	0	2	0	3
	Task 6 Hours							56
	Task 6 Fee							$10,700

Reference: **Task Order #5 - FY20 Water and Sewer Full Rate Study**

City of Cocoa
Water and Wastewater Rate Study
Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours						Total Project
	Project Principal	Project Director/ QC	Project Director	Managing Consultant	Analyst	Admin	
Resources →	Burnham	Bearman	Dykstra	Westover	Silence/Napoli		
Hourly Rates →	$325	$250	$250	$225	$125	$110	
Task 7 Review of Utility Miscellaneous Fees							
7.1 Review list of identified current and potential new misc. service fees with City staff and adjust as required.	0	0	0	1	1	0	2
7.2 Conduct webinar training for City employees to populate Stantec's miscellaneous fee developer model which will identify task specific information for use in populating including: a. Time in man hours to accomplish a given task b. Parts & materials and associated costs associated with each task c. Equipment used to accomplish each task	0	0	0	8	0	0	8
7.3 Review the City's completed cost computation templates with project team and adjust as required.	0	0	1	1	4	0	6
7.4 Meet with City staff in an **interactive work session #5** to review results of-miscellaneous fees.	0	0	0	0	0	0	
7.5 Perform adjustments based upon input from City staff to finalize fee analysis.	0	0	0	0	3	0	3
Task 7 Hours							19
Task 7 Fee							$3,500
Task 8 Reports & Presentations							
8.1 Prepare a Draft Report of the Results of the Study.	0	0	6	0	12	0	18
8.2 Perform internal quality control review and address comments.	2	4	2	1	0	0	3
8.3 Prepare a presentation of the results of the analysis for City Council	0	0	3	1	2	0	6
8.4 Review Presentation & Draft Report with City Staff and Management during an internet conference and prepare a Final Draft Report.	0	0	2	2	2	0	6
a. Meet with the City Council in one-on-one meetings to present the results of the Rate Study.	0	0	8	8	8	0	24
b. Make adjustments to the analyses as required based upon City Council direction.	0	0	1	1	4	0	6
8.5 Meet with Utility Advisory Board to present the Draft Report.	0	0	6	0	6	0	12
8.6 Prepare Final Report of the Results of the Rate Study.	0	0	1	0	4	0	5
8.7 Present Final Report at Rate Hearing.	0	0	6	6	0	0	12
Task 8 Hours							92
Task 8 Fee							$19,425
Total Estimated Labor Hours	10	13	121	70	184	2	400
Total Estimated Fee	$3,250	$3,250	$30,250	$15,750	$23,000	$220	$75,720
Total Estimated Expenses							$3,029
Total Estimated Project Cost							**$78,749**

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Legislation Details (With Text)

File #:	20-37	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/8/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approve Amendment #2 to Task Order 2020-102 with CH2M Hill Engineers, Inc. for Temporary Critical Support for Water Field Operations Division and Cross Connection Control (CCC) Program; To Approve Amendment #2 to Task Order 2020-103 with CH2M Hill Engineers, Inc. for Temporary Critical Engineering Support Services and; To Approve Amendment #2 to Task Order 2020-104 with CH2M Hill Engineers, Inc. for Temporary Critical Plan Review Support Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2020-102.2 Proposal.pdf T.O. 2020-103.2 Proposal.pdf T.O. 2020-104.2 Proposal.pdf TO (2020-102.2) CH2M $56517.28 (1-8-20) UT.pdf TO (2020-103.2) CH2M $65149.16 (1-8-20) UT.pdf TO (2020-104.2) CH2M $67571.76 (1-8-20) UT.pdf AGREEMENT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2020
Agenda Date: January 22, 2020
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment #2 to Task Order 2020-102 with CH2M Hill Engineers, Inc. for Temporary Critical Support for Water Field Operations Division and Cross Connection Control (CCC) Program; To Approve Amendment #2 to Task Order 2020-103 with CH2M Hill Engineers, Inc. for Temporary Critical Engineering Support Services and; To Approve Amendment #2 to Task Order 2020-104 with CH2M Hill Engineers, Inc. for Temporary Critical Plan Review Support Services

BACKGROUND:

The Utilities Department staff requested assistance from CH2M Hill to provide temporary critical support services for the WFO and Cross Connection Control (CCC) Program and provide temporary critical Engineering and Plan Review Support Services.

On January 2, 2020, the Assistant City Manager approved amendment #1 to all three task orders that

didn't require City Council approval because the amounts were below the $50,000 City Manager's signing authority.

On January 7, 2020, staff was notified that there will not be enough funds for these three task orders for CH2M Hill to continue to provide the critical support while contract negotiations are completed for the new contract.

Staff is requesting City Council approval of Amendment #2 to T.O. 2020-102, T.O. 2020-103 and T.O. 2020-104.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$56,517.28 (T.O. 2020-102) $65,149.16 (T.O. 2020-103) $67,571.76 (T.O. 2020-104)
Account Number	421-4025-536.31-03 (T.O. 2020-102) 421-4055-536.63-00, WS1221 (T.O. 2020-103 and T.O. 2020-104)
Account Name	Engineering Services (T.O. 2020-102) Infrastructure (T.O. 2020-103 and T.O. 2020-104)
Source of Funds:	Operating Revenue
Change Order Amount (T.O. 2020-102)	$56,517.28
Original Purchase Order	75477
Original P.O. Amount	$17,615.76
Total number of change orders to date	2
Total amount in change orders to date	$106,304.88
Change Order Amount (T.O. 2020-103)	$65,149.16
Original Purchase Order	75375
Original P.O. Amount	$34,267.66
Total number of change orders to date	2

Total amount in change orders to date	$115,073.90
Change Order Amount (T.O. 2020-104)	$67,571.76
Original Purchase Order	75374
Original P.O. Amount	$32,224.56
Total number of change orders to date	2
Total amount in change orders to date	$117,396.96

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Amendment #2 to Task Order 2020-102 with CH2M Hill Engineers, Inc. for Temporary Critical Support for Water Field Operations Division and Cross Connection Control (CCC) Program; To Approve Amendment #2 to Task Order 2020-103 with CH2M Hill Engineers, Inc. for Temporary Critical Engineering Support Services and; To Approve Amendment #2 to Task Order 2020-104 with CH2M Hill Engineers, Inc. for Temporary Critical Plan Review Support Services.

Task Order 2020-102
Addendum No. 2

City of Cocoa
Temporary Critical Support for Water Field Operations Division and Cross Connection Control Program

This is an addendum to Task Order 2020-102 to provide additional services. CH2M will provide temporary critical support services for the City of Cocoa Water Field Operations Division and Cross Connection Control Program as determined and directed by the City of Cocoa within the compensation limits of this task order. The period of performance for these temporary services is from October 1, 2019 to March 31, 2020. Services performed by CH2M HILL Engineers Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008. CH2M HILL proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed.

WFO Support Scope of Services

CH2M will assist WFO Staff by providing technical support for contracted activities and general on-call services. Technical support for contracted activities will include scheduling and coordination of restoration activities with the City's Restoration Contractor. Support will include construction inspections, documentation of field activities, Contractor invoice review, and coordination with permitting agencies. CH2M will facilitate coordination meetings and/or conference calls between WFO Staff and the Restoration Contractor.

This task is expected to require an additional 220 hours of technical support, and 16 hours of administrative support.

CCC Program Support Scope of Services

CH2M will meet with WFO personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential devices. CH2M will provide coordination, agendas, and documentation of the meeting.

CH2M will provide quality reviews of Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. CH2M will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City. Final data will be compiled for use in management of repair and replacement activities.

This task is expected to require an additional 220 hours of technical support and 16 hours of administrative support.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By _____	By Francois Didier Menard
Title _____	Title Vice President
Date _____	Date January 08, 2020

Temporary Critical Support for WFO Assistance and CCC Program Fee Breakdown
Addendum No 2

	Hours		Total		
Per Diem Schedule Description	WFO	CCC	Hours	Rate	Amount
Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	40	40	80	$166.44	$13,315.20
Junior Professional Engineer/Scientist/Consultant	100	100	200	$120.84	$24,168.00
Project Engineer/Scientist/Consultant	80	80	160	$101.84	$16,294.40
Office	16	16	32	$69.99	$2,239.68
Hour Subtotals:	236	236	472		
Labor Subtotals:	$28,008.64	$28,008.64			$56,017.28
Miscellaneous Expenses (travel, shipping, etc.):	$250	$250			$500
Task Total:	$28,258.64	$28,258.64			$56,517.28

Task Order 2020-103
Addendum No. 2

City of Cocoa
Temporary Critical Engineering Support Services for the City of Cocoa

This is an addendum to Task Order 2020-103 to provide additional services. CH2M will provide temporary critical engineering support services for the City of Cocoa as determined and directed by the City of Cocoa within the compensation limits of this task order. The period of performance for these temporary services is from October 1, 2019 to March 31, 2020. Support will include SCADA, Dyal WTP and GIS support. Services performed by CH2M HILL Engineers Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008. CH2M HILL proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed.

SCADA Support

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task provides critical temporary assistance to the City to support the SCADA system including periodic maintenance, troubleshooting, and minor improvements.

Work activities may include the following types of work:

- Onsite visits to the water treatment facility by CH2M SCADA staff
- Perform troubleshooting as requested by the City
- Perform minor changes to the control system as requested by the City
- SCADA network, reporting, and telemetry support
- Emergency telephone support services
- Other SCADA support services as directed by the City to maintain a reliable and secure SCADA system
- Provide reporting support
- Some tasks may be performed via a remote connection or partially performed in a CH2M office with final installation onsite as determined by the City

This task is expected to require an additional 124 hours of technical support.

Dyal WTP Support

CH2M will provide critical temporary engineering and operations support to Dyal WTP managers and will provide operations specialists support and/or technical support to aid in resolving operations issues and/or water quality issues at the plant and distribution system and/or construction inspection services.

This task is expected to require an additional 224 hours of technical support.

GIS Support

CH2M will provide critical temporary GIS support to the City. Types of support activities may include further development and implementation of best management practices, staff augmentation for GIS updates, and support to field operations with INFO water and transfer of data to GIS.

This task is expected to require an additional 128 hours of technical support.

Acceptance

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

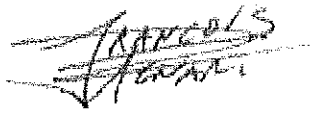
Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.



By Francois Didier Menard

Title Vice President

Date January 08, 2020

Temporary Critical Engineering Support for City of Cocoa Fee Breakdown

Addendum No. 2

	Hours			Total		
Per Diem Schedule Description	SCADA	Dyal	GIS	Hours	Rate	Amount
Senior Project Manager	12			12	$199.17	$2,390.04
Senior Professional Engineer/Scientist/Consultant	40	16		56	$188.40	$10,550.40
Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	24	80	40	144	$166.44	$23,967.36
Junior Professional Engineer/Scientist/Consultant	40	40		80	$120.84	$9,667.20
Project Engineer/Scientist/Consultant		80	80	160	$101.84	$16,294.40
Office	8	8	8	24	$69.99	$1,679.76
Hour Subtotals:	124	224	128	476		
Labor Subtotals:	$19,314.12	$29,870.32	$15,364.72			$64,549.16
Miscellaneous Expenses (travel, shipping, etc.):	$600	$0	$0			$600
Task Total:	$19,914.12	$29,870.32	$15,364.72			$65,149.16

Task Order 2020-104
Addendum No. 2

City of Cocoa
Temporary Critical Plan Review Support Services for the City of Cocoa

This is an addendum to Task Order 2020-104 to provide additional services. CH2M will provide temporary critical plan review support services for the City of Cocoa as determined and directed by the City of Cocoa within the compensation limits of this task order. The period of performance for these temporary services is from October 1, 2019 to March 31, 2020. Services performed by CH2M HILL Engineers Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008. CH2M HILL proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed.

Plan Review Support

CH2M will provide critical temporary plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards.

It is assumed that CH2M staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed CH2M will provide comments to the City and applicant in letter form. Once all comments have been satisfactorily addressed CH2M will provide the City with a letter recommending approval of the documents.

This task is expected to require an additional 500 hours of technical support and 24 hours of administrative support.

Acceptance

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

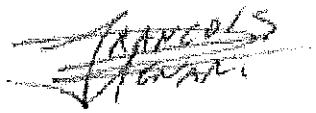
Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for CH2M HILL Engineers, Inc.



By Francois Didier Menard

Title Vice President

Date January 08, 2020

Temporary Critical Plan Review Support for City of Cocoa Fee Breakdown
Addendum No. 2

Per Diem Schedule Description	Hours Plan Review	Total Hours	Rate	Amount
Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	120	120	$166.44	$19,972.80
Junior Professional Engineer/Scientist/Consultant	380	380	$120.84	$45,919.20
Office	24	24	$69.99	$1,679.76
Hour Subtotals:	**524**	**524**		
Labor Subtotals:	**$67,571.76**			**$67,571.76**
Miscellaneous Expenses (travel, shipping, etc.):	**$0**			**$0**
Task Total:	**$67,571.76**			**$67,571.76**

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Approved by Council 10/24/17
Item VIII.6 - File 17-448

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Engineering Services

Water Supply, Treatment, Transmission & Distribution System Projects

RFQ-08-27-COC

AMENDMENT #3

This THIRD Amendment to Service Agreement for Engineering Services for Water Supply, Treatment, Transmission & Distribution System Projects is made and entered into as of September 14, 2017 by and between the **City of Cocoa**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 **("CITY")** and **CH2M Hill Engineers Inc., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, Florida. 32801, hereinafter referred to as ("Engineer").**

The CITY and the CONTRACTOR agree as follows:

The original agreement entered into on November 11, 2008 is hereby amended to renew for twenty-four (24) additional months, fulfilling the same rates, terms, and conditions in the original contract documents schedule of rates in **Exhibit-A** (attached). The term of this THIRD Amendment commencing on November 11, 2017 and terminating on November 10, 2019.

Comment:
No Amendments ever submitted for extension to this agreement.

The parties hereto duly execute this THIRD Amendment to become effective as of the date and year first above written.

CH2M HILL ENGINEERS, INC.	**CITY OF COCOA**
By: Brenda Van Rowenswaay	By: **Henry U. Parrish III**
(Name) Printed	(Name) Printed
Senior Vice President	**Mayor**
(Title)	(Title)
Signature October 9, 2017	Signature 10/24/17
Date	Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT "A "

AMENDMENT #3

CH2M HILL ENGINEERING, INC. RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
ENGINEER 9	Principal	199.17
ENGINEER 8	Senior Reviewer/Consultant	199.17
ENGINEER 7	Senior Project Manager	199.17
ENGINEER 6	Senior Professional Engineering/Scientist/Consultant	188.40
ENGINEER 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
ENGINEER 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
ENGINEER 3	Junior Professional Engineer/Scientist/Consultant	120.84
ENGINEER 2	Project Engineer/Scientist/Consultant	101.84
ENGINEER 1	Junior Project Engineer/Scientist/Consultant	95.27
ENGINEER 0	Engineering Intern	85.28
TECHNICIAN 5	Senior Construction Manager/Senior Designer	155.59
TECHNICIAN 4	Construction Manager/Senior Technician	125.06
TECHNICIAN 3	Senior Construction Inspector	111.34
TECHNICIAN 2	Construction Inspector/Technician	86.17
TECHNICIAN 1	Junior Construction Inspector/Junior Technician	76.53
TECHNICAL AIDE	Technical Aide	66.56
OFFICE	Office/Project Administration	69.99

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this renewal Amendment #3 from November 11, 2017 through November 10, 2019.

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 City will be billed based on actual hours by category designated for an individual employee.

4. CH2M Hill reserves the right to request annual rate modifications for future years under this agreement. Rate modifications must be established an agreed upon by both parties.

Approved By Council on
11/10/2015 Item V.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. RFQ-08-27-COC

This amendment to the purchase agreement for Consulting Services for Water Supply, Treatment, Transmission & Distribution System is made and entered into as of September 19, 2013 by and between the **City of Cocoa** and **CH2M Hill Engineers, Inc., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, Florida 32801**.

The original agreement, entered into on November 11, 2008, is hereby amended to renew the 2nd of 3 renewal options available under the agreement for twenty-four (24) additional months, fulfilling the same terms and conditions in the original contract documents with the revised schedule of rates in **Exhibit-A** (attached), commencing on November 11, 2015 and terminating on November 10, 2017.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CH2M HILL ENGINEERS, INC.

By: Brenda van Ravenswaay
(Name) Printed

Vice President
(Title)

Signature 9/16/15
Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 11-10-15
Date

CC: Carie Shealy, City Clerks
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT "A"
CH2M HILL RATE SCHEDULE

Classification	DESCRIPTION	RATE
Engineer 9	Principal	**199.17**
Engineer 8	Senior Reviewer/Consultant	**199.17**
Engineer 7	Senior Project Manager	**199.17**
Engineer 6	Senior Professional Engineering/Scientist/Consultant	**188.40**
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	**166.44**
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	**138.96**
Engineer 3	Junior Professional Engineer/Scientist/Consultant	**120.84**
Engineer 2	Project Engineer/Scientist/Consultant	**101.84**
Engineer 1	Junior Project Engineer/Scientist/Consultant	**95.27**
Engineer 0	Engineering Intern	**85.28**
Technician 5	Senior Construction Manager/Senior Designer	**155.59**
Technician 4	Construction Manager/Senior Technician	**125.06**
Technician 3	Senior Construction Inspector	**111.34**
Technician 2	Construction Inspector/Technician	**86.17**
Technician 1	Junior Construction Inspector/Junior Technician	**76.53**
Technical Aide	Technical Aide	**66.56**
Office	Office/Project Administration	**69.99**

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this renewal amendment #2 from November 11, 2015 to November 10, 2017.

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 City will be billed based on actual hours by category designated for an individual employee.

4. CH2M HILL reserves the right to request annual rate modifications for future years under this agreement. Rate modifications must be agree to an approved by both parties.

Approved by Council on 10/22/2013 Item VIII.4

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-08-27-COC

This amendment to the purchase agreement for Consulting Services for Water Supply, Treatment, Transmission & Distribution System is made and entered into as of September 19, 2013 by and between the City of Cocoa and **CH2M Hill Engineers, Inc., a Delaware Company, 225 East Robinson Street, Suite 505, Orlando, Florida 32801.**

The original agreement, entered into on November 11, 2008, is hereby amended to renew the 1 st of 3 renewal options available under the agreement for twenty-four (24) additional months, at the same terms, and conditions commencing on November 11,2013 and terminating on November 10,2015 except for the following underlined changes to Article 2.1 of the first paragraph only:

> 2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. 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 hourly rate schedule attached hereto as "Attachment B",** and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CH2M HILL ENGINEERS, INC.

By: Francois Didier Menard
(Name) Printed

Vice President
(Title)

FRANCOIS MENARD 10/9/13
Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Joan Clark, City Clerks
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

Attachment B
CH2M HILL FY 2014 Per Diem Schedule

Classification	Description	Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates are for City designated Fiscal Year 2014 and 2015, October 1, 2013 to September 30, 2015.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee.

4. CH2M HILL reserves the right to request annual rate modification for future fiscal years under this agreement. Rate modifications must be agreed to and approved by both parties.

AGREEMENT FOR
Engineering Services for Water Supply, Treatment,
Transmission and Distribution System Projects

THIS AGREEMENT is made and entered into this 11th day of November, 2008, by and between **the CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 603 Brevard Avenue, Cocoa 32922, and CH2M HILL, INC., a Florida Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain consulting engineering services for water supply, treatment, transmission and distribution system projects on a continuing basis; and

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

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the FIFTH (5th) anniversary of the Effective Date. The City shall have the option to extend the period of performance for three (3) additional two (2) year renewals at the agreement of both parties. Such an extension shall only be by written Amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 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 amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

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

c. "Engineer" shall mean CH2M HILL, INC., and its principals, employees, resident project representatives (and assistants).

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

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual expenses the City agrees to reimburse by Task 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 paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement.

1.4 **Engagement**. The City hereby engages the Engineer and 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 Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. 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, and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any phases of engineering services for water supply, treatment, transmission and distribution system projects. These phases are more clearly defined in the attached Exhibit "A".

The City will issue a Notice to Proceed to the Engineer in the form of a City purchase order. Upon receipt of the signed Task Order and a 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 to perform any services related to this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and 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 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 City's and 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.

3.3 Any cost caused by defective or ill-timed services shall be borne by the parties responsible therefore.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should 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 Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by 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.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by 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 Engineer by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

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

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

5.5 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant 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, 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 minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages 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) The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d) 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 30 days prior to any expiration date. There shall also be a 30 day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **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.**

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. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." 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. 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 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 Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.3 Independent Associates and Consultants. All independent associates and consultants employed by 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 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 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.

12.2 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 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend 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, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

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 may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or 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 The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 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 City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 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

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

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

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

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

17.7 Notwithstanding the aforementioned, in the event of a default by 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.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) 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 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, 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.

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; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty 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 City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 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.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and

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 either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' 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 City and 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

CH2M HILL, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis
(407) 423-0030 FAX: (407) 839-5901

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director

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.

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____
Joan Clark, City Clerk
11/11/08

ENGINEER:

CH2M HILL, INC.

By: _____
Print Name/Title: **D. Edward Davis, Vice President**

ATTEST:

By: _____
11.17.08

EXHIBIT "A"
SCOPE OF SERVICES
BASIC CONSULTING SERVICES AGREEMENT

The Scope of Services to be provided by the Engineer shall include the following types of services:

- Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including bench/pilot scale testing when necessary
- Hydraulic, hydrogeologic and water quality modeling, calibration and analysis including ground water hydrology, ASR system assistance and well drilling assistance
- Planning including long-term master planning and CIP development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies
- Assistance with rate and fee determinations and associated revenue projections
- System optimization assistance including lost water mitigation
- Asset management and condition assessment assistance including operation and maintenance studies
- Assistance with acquisitions, negotiations, financial services, engineering and planning and permitting, and other services
- Promotion and support for licensed users of the City's patented Sulfuraetor™ system
- Permitting assistance including consumptive use permitting, negotiations and compliance
- Reporting assistance to regulatory and other agencies including document preparation, public meetings and presentations
- Bidding and construction management assistance including construction phase inspection and the use of alternative project delivery methods
- Grants assistance and state/federal funding assistance
- Environmental impact assessments and studies, including wetlands monitoring and other environmental assistance
- Information management services including GIS, GPS, instrumentation, custom programming/software and other technologies
- Miscellaneous services including public relations assistance, equipment evaluations, program management services and easement acquisition services
- Additional services as requested

CH2M HILL
225 East Robinson Street
Suite 505
Orlando FL 32801-4321
Tel 407.423.0030
Fax 407.839.5901

November 17, 2008

371257.D1

Joan Clark, CMC
City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

Subject: Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects and Task Order 2009-01, General Engineering Support Services for Water Supply, Treatment, Transmission and Distribution System Projects

Dear Ms. Clark:

Enclosed please find executed copies of the above-referenced agreement and task order. We have retained one executed copy of each document for our files.

We look forward to continue working with the City of Cocoa.

Sincerely,

CH2M HILL

Ed Davis, P.E.
Vice President

ORL/111708 Letter of Trans.doc
Enclosures

c: Carl Larrabee, P.E., Utilities Director
File

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Select Year: 2011 Go

The 2011 Florida Statutes

Title XIX PUBLIC BUSINESS | Chapter 287 PROCUREMENT OF PERSONAL PROPERTY AND SERVICES | View Entire Chapter

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(1) SHORT TITLE.—This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.—For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered

Also Noted Sec 255.32 (3) FL Statutes 2 Million

PER CITY ATTORNEY this OPTION will ALLOW AWARD of #2M+ TO CHAMHILL UNDER A CSA.

general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention a[illegible] applicable to the project.

287.017 Purchasing categories, threshold amounts.- are hereby created:

(1) CATEGORY ONE: $20,000.
(2) CATEGORY TWO: $35,000.
(3) CATEGORY THREE: $65,000.
(4) CATEGORY FOUR: $195,000.
(5) CATEGORY FIVE: $325,000.

(k) A "design criteria professional" means a firm who ho[illegible] under chapter 481 to practice architecture or landscape arc[illegible] certificate as a registered engineer under chapter 471 to pra[illegible] by or under contract to the agency for the providing of profe[illegible] architect services, or engineering services in connection wit[illegible] package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as

defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered

to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) 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 agency 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.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds

necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over $25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those

qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

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Legislation Details (With Text)

File #:	20-46	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/13/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $134,078 and to commit $33,519 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $167,597. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Internal VOCA Application FY21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2020
Agenda Date: January 22, 2020
Prepared By: Patrick Dovale, Commander
Through: Mike Cantaloupe, Chief of Police
Requested Action: Approve Request to Apply for Grant

To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $134,078 and to commit $33,519 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $167,597.

BACKGROUND:

The Office of the Attorney General (OAG) has announced the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant funds is to support victims of crime by providing services that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and to provide victims of crime with a measure of safety and security.

The Cocoa Police Department is committed to reducing crime in Cocoa by strengthening our citizen's understanding of victimization. A victim advocate devotes attention to the various needs of the victim by acting as a liaison with officers, keeping the victim informed on their case, and arms them with knowledge to reduce the potential for further harm.

The funding for this project would be a necessity in providing further assistance to victims of crime in Cocoa. According to the Cocoa Police Department's Uniform Crime Report from 2019, there were approximately, 1591 total Crime incidents, of those, 176 were Domestic Violence related incidents. If the requested funding was granted, the agency would be able to continue to staff both victim

advocates positions and ensure that every crime victim in Cocoa would be assisted and supported through the criminal justice process.

The Victim Services Program, which began October 1, 2013, it has been a great success, and as more citizens of Cocoa are aware of the victim services the Cocoa Police Department offers the more demand on the advocate. The Victim Advocate provides crisis intervention counseling, follow-up contact for cases, personal advocacy, criminal justice support, information and referrals to local organization and agencies, emotional support, assistance with property return, assistance with filing crime victims compensation, assistance in filing for injunctions and accompanying the individual to court hearing(s), locating transportation, and assisting in locating translators. The types of victims/survivors served so far are domestic violence, burglary/home invasion, assault/battery, child victims of physical abuse, homicide, robbery, fraud, and elder abuse. The Victim Advocates have created essential working relationships with other criminal justice agencies and local organizations. Both the Victim Advocate Coordinator and the Victim Advocate positions are subject to continued grant funding availability annually, and this grant if approved would continue to provide funding for the current positions.

As part of the VOCA Grant, the City would receive $134,078 from the U.S. Department of Justice to implement this program. Then a 20% City match of the total program budget, ($33,519) is necessary and required to establish services for the City. This makes the total program budget $167,597. The positions will be budgeted in FY21 when the funding becomes available October 1, 2020. These positions will only be funded by this grant for one year, and staff will apply in future years for continual support. As part of the eighth year application process, the City can utilize the supervisor as 10% match, in addition to a new vehicle.

The grant cycle will run from October 1, 2020 to September 30, 2021. The Police Department will budget the in-kind/cash match in Fiscal Year 2021 since the program is slated to be conducted in that fiscal year.

STRATEGIC PLAN CONNECTION:

The Victim Advocate Program compliments the efforts of the Cocoa Police Department in reducing crime and enhancing the quality of life in our community by providing immediate and long-term assistance to the victims and survivors of crime.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

There is no further budgetary impact for Fiscal Year 2020. The grant would not be awarded until FY 2021.

- The Police Department will budget the appropriate funds for FY 2021 as part of the City's required total program 20% match.

- The Police Department will request through grant application and budget the appropriate

estimated funds for FY 2021 to complete the project as follows:

Amount Requested	$72,564
Account Number	001-2101-521.12-00
Account Name	Salary/Wages
Amount Requested	$5,919
Account Number	001-2101-521.21-00
Account Name	FICA
Amount Requested	$6,148
Account Number	001-2101-521.22-00
Account Name	Retirement
Amount Requested	$40,515
Account Number	001-2101-521.23-00
Account Name	Life/Health Insurance
Amount Requested	$132.00
Account Number	001-2101-521.24-00
Account Name	Worker's Comp
Amount Requested	$4,800
Account Number	001-2101-521.27-00
Account Name	Non-Union Benefit

- The Police Department will match, through general funds, 10% of supervisor pay and benefits, and a new vehicle. The appropriate estimated funds for FY 2021 to complete the project as follows:

Amount Matched	$6,793.60
Account Number	001-2100-521.12-00
Account Name	Regular Salaries
Amount Matched	$538.10
Account Number	001-2100-521.21-00
Account Name	FICA
Amount Matched	$1,566.70
Account Number	001-2100-521.22-00
Account Name	Retirement
Amount Matched	$2,048.30
Account Number	001-2100-521.23-00
Account Name	Life/Health Insurance
Amount Matched	$241.30
Account Number	001-2100-521.24-00

Account Name	Worker's Comp
Amount Matched	$22,091.50
Account Number	001-2100-521.64-00
Account Name	Vehicle

Source of Funds: ____State Revolving Loan
____ Other Loan Source:
__X__ Grant Source: US Department of Justice VOCA Grant
001-0000-331.20-15

PREVIOUS ACTION:

This is the eighth application cycle for this grant. In the previous years, we have applied for and were approved funding for a victim advocate coordinator and a victim advocate.

RECOMMENDED MOTION:

To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $134,078, and to commit $33,519 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $167,597.

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Police	**DIVISION: Support Services**
POINT OF CONTACT: Michael Cantaloupe	**PROJECT MANAGER: Pat Dovale**
NAME OF GRANT: FY 2021 Victims of Crime Act (VOCA) Grant	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 1/06/20**
AMOUNT REQUESTED: $ 126,896.00	**GRANT DUE DATE: 2/14/2020**
PROJECT DESCRIPTION: The two Victim Advocate positions provide services to victims of crime in the City of Cocoa response area. The Advocates respond to emotional and physical needs of the crime victims, assist in stabilizing their lives after the victimization, assist in navigating the criminal justice system, and assist in obtaining all services needed to regain a sense of normalcy for the victim. **The grant will fund two positions fully, and utilize match in the form of Supervisor time, supplies and cell phone usage.**	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL: 2/12/2020**
MATCH REQUIRED: YES **(IF YES, HOW MUCH :) $ 31,724**	**MATCH BUDGETED: NO, but it will be in FY21**
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT: Monthly**
Expense Account Number(s) to be used: 001-2100-521.41-00 & 001-2100-521.52-13	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Monthly Progress Reporting 2. Monthly Financial Status Reporting / Reimbursement Requests 3. Quarterly Progress Reporting (Statistics of population served)	
FUTURE REQUIREMENTS TO CONSIDER: Program requires 20% match from a non-federal source. One-year performance period.	
IS THE DEPARTMENT PREPARED TO APPLY: YES	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — 1/7/2020 — Date

Grants Administrator — 1/8/2020 — Date

Deputy Finance Director — 1/8/20 — Date

Finance Director — 1/10/20 — Date

City Manager — 1/10/20 — Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Legislation Details (With Text)

File #:	20-23	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Ordinance No. 25-2019/ 2nd Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	25-2019 Ordinance re Single Story Commercial Building Type.pdf Exhibit A - CWOD Map (ord 25-2019) 11-27-19.pdf Location Map.pdf Legal Ad Proof - CWOD Text Amend.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2019
Agenda Date: January 22, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 25-2019/ 2nd Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type.

BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

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b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The ordinance proposes a text amendment to the City's Zoning Code, Article XI, Section 22, Cocoa Waterfront Overlay District (CWOD), which would make two changes. These two changes will be addressed in turn below.

Single Story Commercial building type:

The first change to the Regulating Plan of the CWOD would allow the Single Story Commercial building type for a certain property in the Waterfront Sub-district. The current owner of the subject property has requested that the City examine the rationale behind a prior change to the Regulating Plan and its applicability to his parcel. In response to this request, staff have reviewed the prior ordinance enacting the change and the reasons and analysis offered.

In 2016, the City amended the Regulating Plan of the CWOD to allow the Single Story Commercial building type on all parcels in the Cocoa Village Sub-district of the CWOD lying between eastbound SR520 and westbound SR520. The principle reason given for the change was that the existing development pattern consisted of numerous single story buildings and the existing prohibition of this building type was inconsistent with the surrounding built environment.

The subject parcel was the only parcel located between eastbound SR520 and westbound SR520 lying between Florida Ave. and the Indian River that was not included in that action as the subject parcel is in a different sub-district of the CWOD. However, the same physical constraints to development posed by the SR520 traffic lanes apply to this parcel as applied to the other parcels between the east and westbound traffic lanes. In addition, the Cocoa Village historic character is largely influenced by the pedestrian scale of the older buildings, which are between one and three stories in height. To prohibit single story building height on the subject parcel is not consistent with the surrounding built environment. Furthermore, permitting single story commercial buildings on the property would allow the option of redevelopment of the parcel that would not impede views from westbound SR 520 into the historic Cocoa Village.

It should be noted that while the proposed change would allow a single story commercial building to be built on the subject property, the property could still be developed under the other building types presently allowed under the Regulating Plan, which include Apartment Building, Courtyard Apartment, Small Scale Commercial/Mixed Use, Medium Commercial/Mixed Use, Large

Commercial/Mixed Use, and Institutional.

Maximum Lot Depth:

The second change to the CWOD would allow an increase in the maximum lot depth for the Single Story Commercial building type from 300 feet to 400 feet. This change stems from staff's analysis of the suitability of allowing the Single Story Commercial building type on the subject parcel. The parcel has a lot depth of 300 feet on the north property line and a lot depth of 410 feet on the south property line. The average lot depth for this parcel is roughly 370 feet.

Applying the potential change to the maximum lot depth for this building type for other parcels within the CWOD did not indicate that any inconsistencies would be created.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies apply:

GOAL 1.1: Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.1.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item at its regular meeting on December 4, 2019.

City Council approved the 1st Reading of this ordinance at its regular meeting on December 11, 2019.

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RECOMMENDED MOTION:

Ordinance No. 25-2019/ 2nd Reading: Approval of a ZONING TEXT AMENDMENT consistent with Appendix A, Zoning, Article XXI, amending Appendix A, Article XI, Section 22 of the zoning ordinance of the City of Cocoa to allow the Single Story Commercial building type on a certain property within the Waterfront Sub-district of the Cocoa Waterfront Overlay District and amending the maximum lot depth from 300 feet to 400 feet for properties eligible for the Single Story Commercial building type.

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ORDINANCE NO. 25-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON A CERTAIN PROPERTY WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, WATERFRONT SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; AMENDING THE MAXIMUM LOT DEPTH FOR LOTS ELIGIBLE FOR SINGLE STORY COMMERCIAL BUILDINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires to adopt a text amendment to the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 - Cocoa Water Overlay District, Waterfront Subdistrict, to allow for single story commercial buildings to be developed on a certain property in such Subdistrict; and

WHEREAS, in 2016 via Ordinance 10-2016, the City Council amended the Cocoa Waterfront Overlay Regulating Plan to allow single story commercial building types on all parcels in the Cocoa Village subdistrict lying between eastbound SR 520 and westbound SR 520, consistent with the existing development pattern, with only the instant parcel omitted because of its location in the Waterfront subdistrict; and

WHEREAS, the City Council desires to extend the opportunity to build single story commercial building types on the remaining parcel lying between eastbound SR 520 and westbound SR 520; and

WHEREAS, the City Council further desires to increase the maximum lot depth from 300 to 400 feet to ensure that the particular parcel is eligible for single story commercial building types; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance

to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 22. It is intended that the text in Appendix A, Article XI, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(I) *Building Types.*

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

*** * ***

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Design Districts and Building Types Table

Design District	Home-stead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Town-house (TH)	Apartment Building (AB)	Court-yard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	Commercial/Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Insti-tutional (IT)	Civic (CI)
Waterfront (WF)						P	P	P	P	P	RP		P	RP

* * *

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* * *

SC SINGLE STORY COMMERCIAL BUILDING

A building lot located and designed to accommodate single use office and retail.

	URBAN	SUBURBAN

LOT REQUIREMENTS	MIN	MAX	MIN	MAX
A - Lot Width (ft)	50	300	50	300
B - Lot Depth (ft)	100	~~300~~ 400	100	~~300~~ 400
C - Lot Size (sf)	7,500	90,000	7,500	90,000
D - Lot Coverage (%)	—	60	—	60

*** * ***

Section 3. **Replacement of Regulating Plan.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

_____
JAKE WILLIAMS, Jr., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Exhibit A

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

2013-05-20

60211027

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
ALLOWABLE BUILDING TYPE														
Cocoa Village (CV)				□	□	■	■	■	■		□		■	□
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■	■	□		■	□
North of Village (NV)					■	■	■	■	■		□	□	■	

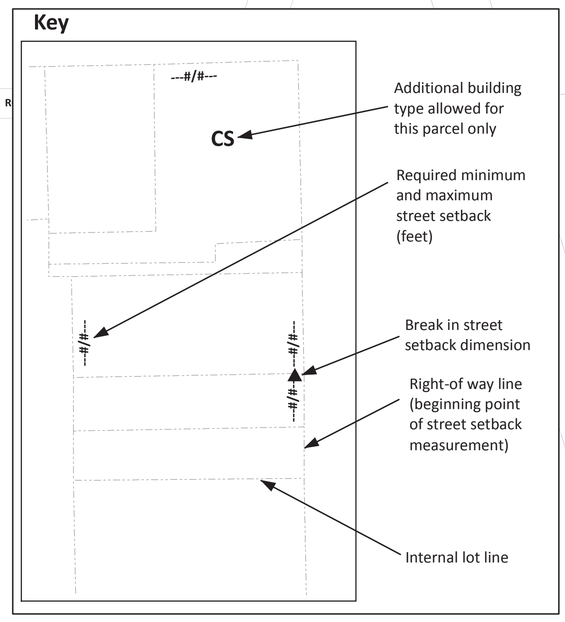
□ Allowed only where indicated on Regulating Plan

■ Allowed throughout Design District

✳ New development within the Comm/MXD Use district may be developed as either commercial or mixed use

Area of Amendment and Corresponding Building Type

Key



Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)

N:\Community Services\Planning\Land Development\Projects\Waterfront Overlay\Waterfront Overlay_20160504_ACDS193.mxd


Willard St
King St
Brevard Ave
Delannoy Ave
River Edge Blvd
Oleander St
Brevard Ct
Harrison St
Stone St
Cocoa
Riverfront
Park
Orange St
Church St
520
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

FLORIDA TODAY
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Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003978095
Pymt Method Invoice
Net Amt: $177.12

Run Times: 1

No. of Affidavits: 1

Run Dates: 01/09/20

Text of Ad:

AD# 0003978095 01/09/2020

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

Zoning Text Amendment – Cocoa Waterfront Overlay District

ORDINANCE 25-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON A CERTAIN PROPERTY WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, WATERFRONT SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR THE SAME; AMENDING THE MAXIMUM LOT DEPTH FOR LOTS ELIGIBLE FOR SINGLE STORY COMMERCIAL BUILDINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL CONSIDER THIS ITEM ON
JANUARY 22, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing.

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	20-32	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	1/6/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Ordinance No. 03-2020/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord. 3-2020 Rezoning Virgin Trains GU to RU-1-7.pdf Exhibit A - Location Map and Legal Description.pdf Concept Plan (320 lots) - Lakes at Canaveral Groves.pdf Concept Plan (350 lots).pdf Legal Ad Proof (revised).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2020
Agenda Date: January 22, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Ordinance No. 03-2020/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential).

BACKGROUND:

I. Project Information

Virgin Trains USA Florida, LLC is requesting to amend the Zoning Map designation of one (1) parcel of land totaling approximately 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential) as depicted on Exhibit A. The applicant intends to construct a single-family subdivision on this parcel. It should be noted that the original concept plan attached to the approved Implementation Development Agreement (discussed below) was for the creation of 320 lots and the following staff analysis was based on that number. At the Planning & Zoning Board meeting on January 7th the applicant indicated that they would like to increase the number of lots to 350 and provided a new concept plan in their presentation depicting that total (see attached).

The subject property was annexed into the City of Cocoa in 2004 by Ordinance #31-2004 along with a multitude of other surrounding unincorporated properties totaling 757.29 acres which was adopted through City Council action in October 2004. The property has a Brevard County GU(General Use) Zone. The City has not rezoned the property. Prior to the annexation, the City entered into a Preceding Development Agreement, dated August 24, 2004, with Florida Space Needle, LLC, a predecessor of the current property owner. Through the Preceding Development Agreement, the property owner expressed its willingness to annex into the City of Cocoa with certain conditions. These conditions included: (1) the City would process applications for either an RU-1-7 rezone or a PUD; and (2) the Developer would purchase water and wastewater services exclusively from the City. The City agreed to design, permit and construct the extension of water and wastewater utilities in sufficient capacity to serve the property up to the points of connection or to reimburse the Developer for such services, though certain deadlines existed for these obligations. At the time of the Preceding Development Agreement, the parties agreed that a minimum of one thousand (1,000) residential dwelling units would be constructed.

In September 2004, Brevard County filed a Petition for Writ of Certiorari challenging the City's annexation. Numerous issues were litigated with the County and were ultimately resolved after the City prevailed on appeal before the 5th District Court of Appeal via the Stipulated Settlement Agreement entered into in Brevard County v. City of Cocoa, Case No. 05-2005-018141, recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida. This Stipulated Settlement Agreement provided that the future development of the subject parcel include perimeter lots on the North and Ease perimeter of the parcel be no less than 70 feet by 140 feet, with the rear 15 feet of the lot dedicated as a natural buffer. The City also agreed to limit development on the parcel to between 300 and 500 total residential units, with the gross density being approximately 2.03 residential units per acre.

In addition, the City entered into that certain Settlement Implementation Agreement, dated July 10, 2019, with the current property owner, Virgin Trains USA Florida, LLC recorded on October 16, 2019 in Official Record Book 8564, Page 2243 of Brevard County, Florida. This Agreement limits the number of potential residential lots to approximately 320, with homes with a minimum living area under air of 1,500 square feet and an average living area of 1,800 square feet. The Settlement Implementation Agreement further provides that the eventual residential subdivision shall include ample private recreational common area green space and amenities, including a private Amenity Center and a proposed 38-acre lake. Through the Settlement Implementation Agreement, the Developer agreed to seek a City zoning designation of RU-1-7, consistent with the Very Low Density Residential Future Land Use Map Designation.

RU-1-7 is a low-density residential zoning designation which allows up to 7 single-family dwelling units per acre and designates minimum bulk regulations, most notably a minimum lot area of 7,500 square feet, minimum lot width of 75 feet, and minimum lot depth of 100 feet. The Concept Plans approved via the Settlement Implementation Agreement depict lots that meet these minimum bulk regulations or, in the case of the perimeter lots with a natural buffer, exceed those minimum bulk regulations. The RU-1-7 district allows only single-family dwellings as a principle use, with certain residential accessory structures.

Subject Property:

Future Land Use Designation: Current: Very Low Density Residential

Zoning District: Current: Brevard County GU (General Use)
Proposed: RU-1-7 (Single Family Residential)

Existing Land Use: Vacant land

Council District: District 3 - Councilmember Don Boisvert

Overview of Surrounding Area: The following table summarizes the current Future Land Use (FLU) and Zoning designations for the adjacent parcels.

	Future Land Use Designations	Zoning Districts	Land Uses
North	Brevard County RES 1:2.5	AU (County)	Single Family Residential and vacant land
South	Very Low Density Residential	GU (County)	Vacant land
East	Brevard County RES 1:2.5	GU and AU (County)	Single Family Residential and vacant land
West	Brevard County RES 1:2.5	AU (County	Single Family Residential and vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The proposed zoning change is consistent with the established land use pattern of adjacent properties less the agricultural use. The proposed use of single-family residential is harmonious with the established land use pattern in the vicinity.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed RU-1-7 zoning district will not create an isolated district. Instead, it will continue the single-family character of the parcels surrounding the subject property and will be in harmony with the adjoining properties' permitted uses and zoning districts, which are currently County GU (General Use) and AU (Agricultural Residential).

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: The maximum density for the proposed rezone to RU-1-7 is approximately 7 units per acre, consistent with the Future Land Use Element of the Comprehensive Plan. However, as stated above, Brevard County and the City agreed that the maximum gross density the property could achieve would be 2.03 residential units per acre. The proposed project includes 6 lakes and wetland areas which are not developable and

therefore reducing the density calculation to 1.2 units per acre, far less than the maximum allowable density. Although the current County GU zoning designation requires a minimum lot size of five acres and the County AU zoning designation of certain surrounding properties requires a minimum lot size of 2.5 acres, the lots in Canaveral Groves are very consistently one acre in size. The minimum lot size in City RU-1-7 is smaller, i.e., 7,500 square feet; however, as stated above, the large amount of open space and maximum number of lots that is established via the Settlement Implementation Agreement reduces the gross density to a very compatible 1.2 units per acre. Essentially, lot sizes will be smaller when the subject parcel is subdivided than is established in the vicinity, but the existing population density pattern will be maintained overall due to the large amounts of open space required. The submittal is consistent with the City's future plans and thus staff does not believe that the proposed change will materially alter the population density pattern in the area.

Staff Finding (g) addresses schools, and Staff Finding (h) addresses streets and traffic. It is not anticipated that the density pattern will increase or overtax the load on utilities. As stated above, as part of the initial Preceding Development Agreement, the City accepted an obligation to design and construct the extension of water and wastewater utilities to the property for connection. This obligation was reaffirmed via the 2019 Settlement Implementation Agreement. Significantly, the Developer has agreed to complete construction of the residential subdivision within five (5) years from the date the utilities are completed by the City. The Developer is responsible for the design, permitting and construction of all on-site utility infrastructure required to serve the property.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing boundaries are logically drawn in relation to the existing uses in the area and the natural boundary of the property. However, no City zoning district has been established for this property.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The FLU Map designation for the subject property is "Very Low Residential" which allows the proposed RU-1-7 zoning district designation.

The proposed change will not be contrary to the Future Land Use Map and Future Land Use Element of the Comprehensive Plan, which permits the proposed development. The Comprehensive Plan permits a maximum density of 7 units per acre. The proposed land uses shall be restricted to single-family detached housing. Staff finds the proposed rezoning to be consistent with the following sections of the Comprehensive Plan.

Policy 1.1.2 FUTURE LAND USE DESIGNATIONS ESTABLISHED - Land development regulations shall be based upon the following locational standards and criteria:

RESIDENTIAL AREAS - GENERAL

1. Provisions of new residential uses shall be adequately balanced with the availability of residential support services including community facilities, shopping, schools, parks and open space, and transportation services.
2. The City will encourage infill development in areas of existing viable housing, provide for redevelopment in blighted areas or areas in transition, and encourage new housing development in appropriate areas where community services exist or are programmed to occur.
3. The location and density of new residential development shall be compatible with historic and natural resources.
4. In setting residential density criteria, the City will provide for the highest densities in the Central Business District; will lower the density range outside the district, and will locate the lowest density in outlying areas.
5. Residential areas shall be buffered from major transportation arteries and from incompatible non-residential uses.
6. Residential areas should be served by sidewalks and, where practical, bikeways with convenient access to recreation, shopping, and schools.

LOW DENSITY RESIDENTIAL AREAS

1. Low-density residential areas are neighborhoods of single family detached housing and as set

forth in Policy 1.1.2.2.5, multiple family attached housing.
2. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.
3. A maximum density of 7 units per acre shall be permitted, except as provided in Paragraph 5 below.
4. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental Constraints, would be incompatible with surrounding land uses, or where criteria set forth in Paragraph 5 below cannot be met.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: Changed or changing conditions do not make the passage of the proposed amendment necessary. However, because the property is within the jurisdictional limits of the City, a City zoning district must eventually be established for the property consistent with the history of development agreements anticipating the property to be used for low density residential development.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: The requested zoning change is not expected to negatively impact living conditions, however the addition of 320 single family homes will result in an increase in traffic counts as well as an increased number of children in the local school system. Brevard County schools serving the proposed project will be Fairglen Elementary School and Cocoa Jr./Sr. High School. A staff review of local school capacity availability indicates that both schools are presently below 100%; however a final capacity availability determination letter will need to be issued by the Brevard County School Board for this project prior to issuance of any development permits.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: As stated above, the density of the proposed development has drastically decreased over the years from an initial 1000 dwelling units to a current maximum of 320 dwelling units, which is less than the agreed -to density of 2.03 units per acre and maximum 500 dwelling units with Brevard County. The gross density for the project, when considering the open spaces required by the approved Concept Plans in the Settlement Implementation Agreement, will be 1.2 units per acre, which is very consistent with the surrounding development pattern of 1 acre lots. The proposed development project would add 320 new housing units which, in turn, would generate roughly 3,062 additional daily trips, based on an average of 9.57 vehicle trips per dwelling unit (on a weekday) as established by the Institute of Transportation Engineers (ITE) Trip Generation Manual (7^{th} Edition). If assuming that the current GU minimum lot size of 5 acres would apply, the maximum potential dwelling units would be 49.29, which could generate roughly 468.93 additional daily trips under the current zoning. However, if we assume that the existing development pattern of the Canaveral Groves area of 1 acre lots were applied to the subject property, then the maximum potential dwelling units would be 246, which would generate roughly 2,354 additional daily trips. The rezoning to RU-1-7, with the maximum 320 dwelling units, would result in a 708 trip differential, which in staff's view would not excessively increase traffic congestion or otherwise affect public safety.

It should be noted that, although a residential subdivision is not being proposed at this time for approval, pursuant to the Stipulated Settlement Agreement and Settlement Implementation Agreement, the future subdivision will have two public road access points. The northern access point shall be at the existing southern terminus of Bahia Street. Consistent with the Stipulated Settlement Agreement Brevard County must choose between two options for public road access at the southeastern corner of the project: (1) Osage/Angelica Street or (2) south along the 100-foot wide drainage canal right-of-way connecting to Grissom Parkway. The County has not yet formally notified the City of its choice. However, should the County choose Osage/Angelica Street, the Developer has indicated that they are proposing to create an intersection at Grissom Parkway and Angelica Street to handle the increased trip demand.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable stormwater regulations and permitting requirements. Portions of the property are located within the A Zone, which are areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed change is consistent with low-density land use which would not affect light and air to adjacent areas. The maximum height allowed when constructing single-family dwellings under RU-1-7 standards is 35 feet.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property for the reasons stated above. The proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The property retained the former Brevard County zoning designation from the time of annexation to the City of Cocoa. As the current property owner wishes to move forward with development of the parcel, a City of Cocoa zoning district must be established for the property consistent with the current Future Land Use designation and with the previously mentioned development agreements.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the City. This area of the City provides for single family residential.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: Other parcels with single family zoning already exist in the City. This rezoning is an expansion of the number of those parcels.

Consistency with Comprehensive Plan Policies and Objectives

GOAL 1.1: The proposed RU-1-7 zoning designation is consistent with the allowable uses under the “Low- Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan. Please see the discussion in Section e. above for further detail.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of

Cocoa, any future development of the subject parcels will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

Based on Staff's findings, Staff recommends approval of the rezoning request.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item at its meeting on January 7, 2020.

RECOMMENDED MOTION:

Ordinance No. 03-2020/ 1st Reading: Approval of a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of one (1) parcel totaling 246.45 acres from Brevard County GU (General Use) to City of Cocoa RU-1-7 (Single Family Residential).

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ORDINANCE NO. 3-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 246.45 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH EAST CORNER OF HWY 528 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY GU (GENERAL USE) TO CITY OF COCOA RU-1-7 (SINGLE-FAMILY RESIDENTIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County GU (General Use) to City of Cocoa RU-1-7

(Single-Family Residential District) for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Exhibit A

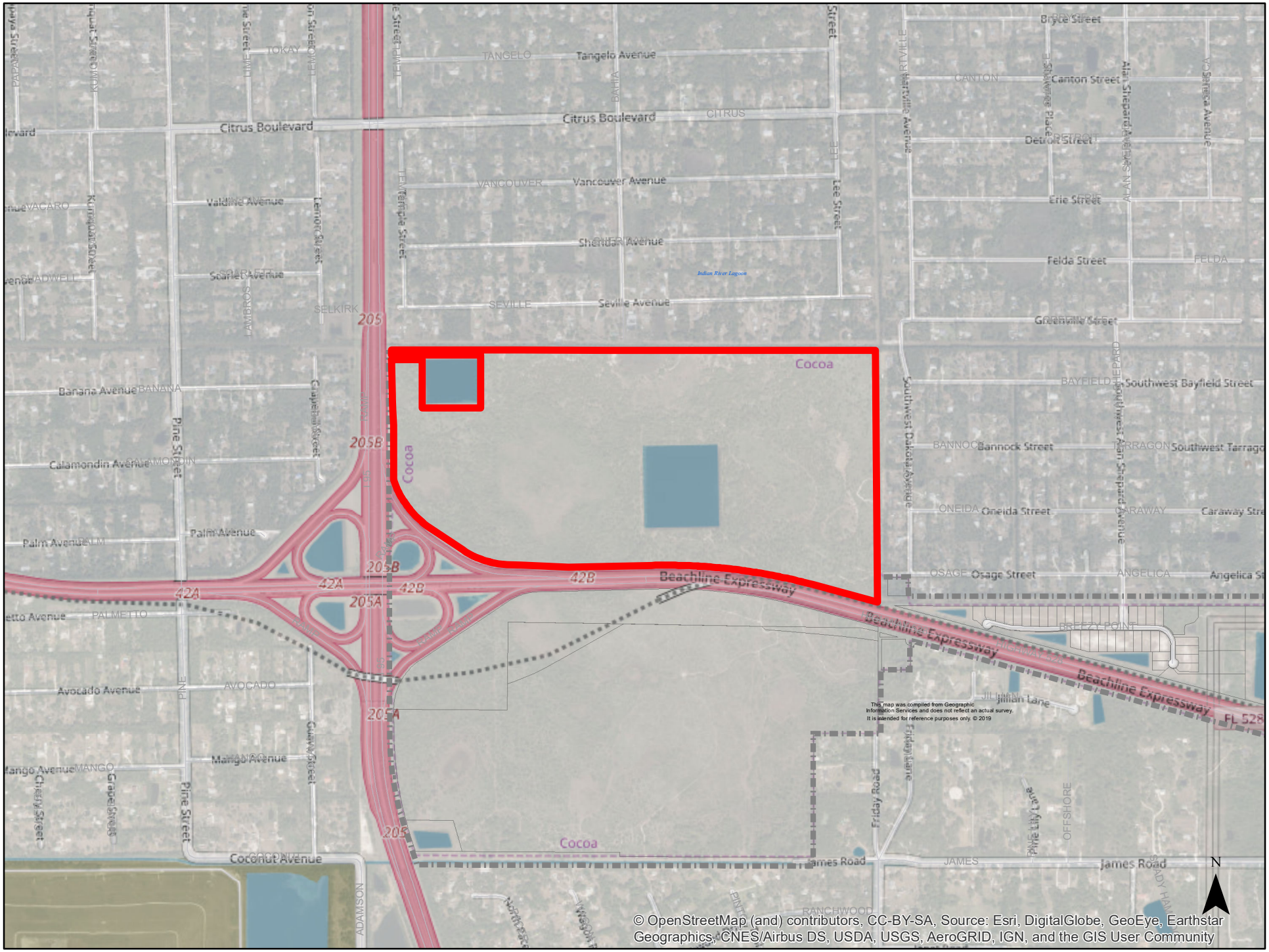

Citrus Boulevard
Vancouver Avenue
Seville Avenue
Scarlet Avenue
Valencia Avenue
Banana Avenue
Calamondin Avenue
Palm Avenue
Avocado Avenue
Mango Avenue
Coconut Avenue
Canton Street
Erie Street
Felda Street
Bannock Street
Oneida Street
Osage Street
Southwest Bayfield Street
Southwest Tarragon
Pine Street
Lee Street
Tangelo Avenue
Indian River Lagoon
Cocoa
205
205B
205A
42A
42B
Beachline Expressway
FL 528
James Road
Friday Road
Jillian Lane
BREEZY POINT
RANCHWOOD
This map was compiled from Geographic Information Services and does not reflect an actual survey. It is intended for reference purposes only. © 2019
© OpenStreetMap (and) contributors, CC-BY-SA, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
N

Exhibit A

PARCEL 1:

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 329.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'44" EAST, ALONG SAID NORTH LINE A DISTANCE OF 2266.28 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 10, SOUTH 00°32'12" EAST, A DISTANCE OF 2235.09 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE SOUTH 88°36'31" WEST (CALCULATED MEASUREMENT) SOUTH 88°40'54" WEST (DEED) ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE A DISTANCE OF 454.64 FEET; THENCE NORTH 87°19'06" WEST, A DISTANCE OF 638.49 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 31°18'50" (CALCULATED MEASUREMENT) 31°18'48" (DEED); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 491.88 FEET (CALCULATED MEASUREMENT) 491.87 (DEED) FEET; THENCE NORTH 56°04'39" WEST (CALCULATED MEASUREMENT) NORTH 56°00'19" WEST (DEED), A DISTANCE OF 398.70 FEET (CALCULATED MEASUREMENT) 398.75 FEET (DEED) TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 969.79 FEET, A CENTRAL ANGLE OF 37°46'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 639.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95); THENCE NORTH 00°11'53" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), A DISTANCE OF 566.36 FEET; THENCE NORTH 01°55'04" WEST, A DISTANCE OF 300.93 FEET; THENCE NORTH 01°20'38" WEST, A DISTANCE OF 476.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE AREA FOR BORROW PIT NO. 19 AND HAUL ROAD AS SET FORTH IN CIRCUIT COURT MINUTE BOOK 57, PAGE 479, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OTHER THAN THE REVERSIONARY INTEREST, DESCRIBED AS FOLLOWS:

BORROW PIT NO. 19

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA:

COMMENCE AT THE NORTH BOUNDARY OF SAID SECTION 10, AT A POINT 150 FEET EAST FROM THE NORTHWEST CORNER THEREOF, RUN THENCE SOUTH 00°12'38" EAST, 50 FEET; THENCE NORTH 89°59'22" EAST, 499.83 FEET TO THE NORTHWEST CORNER OF BORROW PIT NO. 19 AND THE POINT OF BEGINNING; CONTINUE THENCE NORTH 89°59'22" EAST, 600 FEET; THENCE SOUTH 00°00'38" EAST, 550 FEET; THENCE SOUTH 89°59'22" WEST, 600 FEET; THENCE NORTH 00°00'38" WEST, 550 FEET TO THE POINT OF BEGINNING.

AND

HAUL ROUTE FOR BORROW PIT NO. 19

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTH AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BORROW PIT NO. 19 AS DESCRIBED ABOVE, RUN THENCE SOUTH 89°59'22" WEST, 499.83 FEET TO THE END OF SAID LINE AS HEREIN DESCRIBED.

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2595.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'44" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 70.51 FEET, TO THE NORTH QUARTER CORNER OF SECTION 10; THENCE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1926.93 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°32'12" EAST, A DISTANCE OF 2404.54 FEET, TO A POINT ON A CURVE ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE THAT IS CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF15°41'33"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1610.32 FEET; THENCE SOUTH 88°36'31" WEST (CALCULATED MEASUREMENT) SOUTH 88°40'54" WEST (DEED), A DISTANCE OF 404.03 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°32'12" WEST, A DISTANCE OF 2235.09 FEET, TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2666.23 FEET TO THE NORTH QUARTER CORNER OF SECTION 10; THENCE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1926.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'56"

Exhibit A

EAST, ALONG SAID NORTH LINE OF SAID SECTION 10, A DISTANCE OF 738.58 FEET TO THE NORTHEAST CORNER OF SECTION 10; THENCE SOUTH 00°32'12" EAST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 2602.18 FEET, TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE NORTH 74°59'21" WEST, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 693.63 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 00°42'35"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.84 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°32'12" WEST, A DISTANCE OF 2404.54 FEET TO THE POINT OF BEGINNING.

INTERSTATE
HIGHWAY 95

50' BUFFER

LAKE
Modify
embankment
for safety

LAKE

LAKE

PARK

LAKE

Preserved
Wetland

LAKE

LAKE

50' BUFFER

LAKE
Modify
embankment
for safety

320 Lots

- Smallest Lots – 75x100
- Largest standard lots – 110x140
- Corner lots vary from 12,500 sf to 24,500 sf
- Only 52 lots have rear neighbors
- Approximately 47 lots back up to wetland/forest
- 226 lots back to lake or canal
- Approximately 75' Buffer from expressway's provided

AMENITIES
BUFFER FROM ADJOINING LOTS

PARK

Preserved
Wetland

50' BUFFER

VIRGIN TRAIN

STATE ROAD 528
"BEELINE EXPRESSWAY"

50' BUFFER



Virgin TRAINS USA

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003994125
Pymt Method Invoice
Net Amt: $333.52

Run Times: 1

No. of Affidavits: 1

Run Dates: 01/14/20

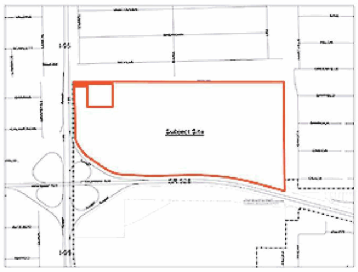
Text of Ad:

AD#, 01/12/2010

CITY OF COCOA
NOTICE OF ZONING MAP AMENDMENT

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING REZONING ORDINANCE, INITIATED BY APPLICANT VIRGIN TRAINS USA FLORIDA, LLC:

ORDINANCE 03-2020
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 246.45 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTH EAST CORNER OF HWY 528 AND INTERSTATE 95, IN COCOA, FLORIDA, FROM BREVARD COUNTY GU (GENERAL USE) ZONING TO CITY OF COCOA RU-1-7 (SINGLE FAMILY RESIDENTIAL) ZONING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.
(PARCEL ID: 24-35-10-00-3)



This Ordinance is scheduled to be heard at two (2) City Council meetings:

CITY COUNCIL 1ST READING
PUBLIC HEARING WILL BE HELD ON
JANUARY 22, 2020

CITY COUNCIL 2nd READING
PUBLIC HEARING WILL BE HELD ON
FEBRUARY 26, 2020

BOTH CITY COUNCIL MEETINGS WILL BE HELD AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	20-56	**Version:**	1	**Name:**	2nd/Final Reading of Ordinance 02-2020
Type:	Ordinance			**Status:**	Public Hearing
File created:	1/16/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Ordinance No. 02-2020/Second and Final Reading: Related to the Diamond Square Community Redevelopment Agency for purposes of implementing the interlocal agreement between the City, Agency and Brevard County. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 02-2020.pdf Executed Interlocal Agreement.pdf Diamond Square CRA Roster Worksheet.pdf Ord. 02-2020 Legal Ad OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2020
Agenda Date: January 22, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve on Second and Final Reading Ordinance 02-2020 related to the Diamond Square Community Redevelopment Agency for purposes of implementing the interlocal agreement between the City, Agency and Brevard County.

BACKGROUND:

In 2019, the City of Cocoa, Diamond Square Community Redevelopment Agency and Brevard County entered into Interlocal Agreement amending several operational aspects of the Agency. A copy of the Interlocal Agreement is attached and was recorded in the Brevard County Official Record Book 8617, Page 1078 (“Interlocal Agreement”).

The proposed Ordinance is intended to modify the Agency’s enabling ordinance currently codified in Chapter 8 of the City Code consistent with the terms and conditions of the Interlocal Agreement. Specifically, a modification to the City Code is required to address new Agency requirements and restrictions including: (1) Limits on the Agency’s borrowing authority; (2) an extension of the Agency’s termination date to September 30, 2032; (3) Additional limitations on administrative expenses related to County TIF; (4) additional contractual annual audit requirements; (5) approval of an updated Redevelopment Plan; (5) a $150,000 annual cap on County’s TIF unless otherwise

approved by the County to fund a specific Agency project identified in the Redevelopment Plan; and (6) reconstituting the existing Agency Board.

Regarding the reconstitution of the Agency board, the Ordinance, consistent with the Interlocal Agreement, will re-establish a seven (7) member board of commissioners. Six of the commissioners will be appointed by the City Council, with initially staggered terms of 1, 2, 3 and 4 year terms. The seventh member of the Agency's board shall be the District County Commissioner whose district includes the Agency's redevelopment area unless the County Commission appoints a qualified designee to serve on the Agency Board. In effect, the current Agency board member's terms will be deemed terminated and a new Agency board will be installed per the Interlocal Agreement.

Upon adoption of the Ordinance, the City Council will be required to make six new appointments to the Agency's board with staggered terms. To assist the Council with this endeavor, a Worksheet is attached to this Agenda Item. It is anticipated that the City Council will make the appointments at the City Council's January 22, 2020 meeting.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The Ordinance does impose budgetary restrictions on the Diamond Square Community Development Agency consistent with the terms and conditions of the Interlocal Agreement.

PREVIOUS ACTION:

The City Council established the Diamond Square Community Redevelopment Agency in 1998.

The City Council approved the Interlocal Agreement on September 25, 2019.

The City Council approved the First Reading of the Ordinance on January 8, 2020.

RECOMMENDED MOTION:

Approve on Second and Final Reading Ordinance 02-2020 related to the Diamond Square Community Redevelopment Agency for purposes of implementing the interlocal agreement between the City, Agency and Brevard County.

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ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8, ARTICLE III OF THE CITY CODE RELATED TO THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY FOR PURPOSES OF IMPLEMENTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY, AGENCY AND BREVARD COUNTY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa, Diamond Square Redevelopment Agency, and Brevard County have entered into that certain Interlocal Agreement in 2019, which was recorded at Brevard County Official Record Book, Page 1078 ("Interlocal Agreement"); and

WHEREAS, pursuant to the Interlocal Agreement, the operational terms and conditions of the Diamond Square Redevelopment Agency were amended by mutual agreement of the parties; and

WHEREAS, under the terms and conditions of this Ordinance, the City Council has determined that it is in the best interest of the City to implement the terms and conditions of the Interlocal Agreement by modifying the enabling ordinance of the Diamond Square Redevelopment Agreement; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 8, Section 8-53, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 8, Section 8-53. It is intended that the text in Chapter 8, Section 8-53 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

Sec. 8-51. – Definitions.

The following terms, wherever used or referred to in this part, have the following meanings:

* * *

County Board means the Brevard County Board of County Commissioners.

County CRA Interlocal Agreement 2019 means that certain Interlocal Agreement Between City of Cocoa, Diamond Square Redevelopment Agency, and Brevard County, approved by the County, the City Council, which was recorded at Brevard County Official Record Book 8617, Page 1078, as may be amended,

* * *

Sec. 8-53. - Creation of community redevelopment agency board; composition; terms; appointment of chairperson and vice-chairperson.

(a) Pursuant to Section 163.356(2), Florida Statutes and the County CRA Interlocal Agreement 2019, the Agency board of commissioners is hereby reconstituted effective **[Insert Date]_** as follows:

(1) The Agency board shall consist of seven (7) commissioners. Six (6) commissioners shall be appointed by the City Council and one (1) shall be a Brevard County Board of County Commissioner in whose District the Agency is located, or that County Commissioner's designee approved by the County Board who meets the qualifications of Section 163.356(3)(b), Florida Statutes. The District County Commissioner's duties on the Agency board shall be considered additional duties of the office of County Commissioner.

(2) The term of office of an Agency Commissioner shall be four (4) years. No Agency Commissioner appointed by the City Council or the County Board shall serve more than two (2) consecutive terms, but may be considered for reappointment followed by at least one year off of the Agency board. Upon reappointment, said individual will again be subject to the two

(2) consecutive term limit. However, notwithstanding the term limit restriction set forth herein, a District County Commissioner's term serving on the Agency board shall continue and run concurrently with his or her term on the County Board without regard to the term limits imposed by this subsection. Each Agency commissioner shall serve until his or her successor has been appointed and has qualified.

(3)Three (3) Agency commissioners shall be appointed by the City Council to initially serve terms of 1,2 and 3 years respectively from the date of their initial appointments. Upon expiration of the initial term, the subsequent terms for these three Agency commissioners shall be four (4) years each.

(4)Three (3) Agency commissioners shall be appointed by the City Council to initially serve four (4) year terms from the date of their initial appointment. Upon expiration of the initial term, the subsequent terms for these three Agency commissioners shall be four (4) years each.

(5) One (1) Agency commissioner shall be the District County Commissioner or his or her designee appointed by the County Board. If the County Board is required to make an initial appointment, the term of the initial appointment shall be a term of four (4) years from the date of their initial appointment unless the County Board determines that the District County Commissioner shall resume serving on the Agency board.

(b) After the initial term commences upon appointment by the City Council or County Board, a vacancy occurring during a term, resulting from death, resignation or removal from office of a commissioner, shall be filled for the unexpired term. Service of an unexpired term shall not be counted towards the term limitation set forth in this Section.

(c) Except for the District County Commissioner, any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.

(d) Agency commissioners may be removed from office as provided by Section 163.356(4), Florida Statutes.

(e) Annually, on or about June of each year, or as otherwise determined by the city council, the city council shall have the right to name the chairperson and vice-chairperson of the Agency board, who must also be commissioners of said board at all times during their tenure as chairperson or vice-chairperson. Once appointed, the chairperson and vice-chairperson shall continue to serve in that capacity until their respective term is terminated or as otherwise determined by the City Council.

~~Pursuant to Resolution No. 98-19 of the city council dated March 24, 1998 and Section 163.356, Florida Statutes, the community redevelopment agency board shall consist of seven (7) commissioners. Seven (7) persons shall be appointed from time to time by the city council to serve as agency commissioners. A certificate of appointment shall be filed with the city clerk and is due and conclusive evidence of due and proper appointment of such commissioner.~~

~~(b) Except for the initial commissioners, appointees shall serve terms of four (4) years each. Each commissioner shall serve until his or her successor has been appointed and has qualified.~~

~~(c) In the event of death, resignation, or removal from office of a commissioner, any individual appointed to fill a vacancy shall fill the remainder of the term of the person whose actions created the vacancy in office.~~

~~(d) Any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.~~

~~(e) Agency commissioners may be removed from office as provided by Section 163.356(4), Florida Statutes.~~

~~(f) Annually, on or about June of each year, the city council shall name the chairperson and vice-chairperson of the board, who must also be commissioners of said board at all times during their tenure as chairperson or vice-chairperson.~~

* * *

Sec. 8-55. – Powers of Diamond Square redevelopment agency board.

(a) The Diamond Square community redevelopment agency is vested with the following powers pursuant to Section 163.370, Florida Statutes, and Resolution 97-161, Brevard County:

(12) Subject to prior approval by the City Council and Brevard County pursuant to Section 7 of the County CRA Interlocal Agreement 2019, ~~T~~the power to borrow money and to apply for and accept advances, loans, grants, contributions and any other form of financial assistance from the federal government or the state, county, or other public body or from any sources public or private, for the purposes of Part III, Chapter 163, Florida Statutes, and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith, and to include in any contracts for financial assistance with the federal government for or with respect to community redevelopment

and related activities such conditions and powers pursuant to federal law as the city deems reasonable and appropriate which are not inconsistent with the purposes of this Part III, Chapter 163, Florida Statutes. 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's termination date;

* * *

Sec. 8-57. - Duration of agency.

Pursuant to Section 163.356(2), Florida Statutes and the County CRA Interlocal Agreement 2019, the delegation of authority provided by Brevard County shall terminate on September 30, 2032. Upon such termination, the Agency, 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. ~~Unless extended by resolution of the board of county commissioners amending Resolution No. 97-161: 1) the delegation of authority provided for in Brevard County Resolution No. 97-161 shall terminate on August 18, 2022 (25 years after the date of delegation of authority to create the Diamond Square community redevelopment agency by virtue of Brevard County Resolution No. 97-161). Thereupon, the community redevelopment agency shall cease to exist as a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes.~~

Sec. 8-58. - Agency annual budget and audit.

(a) Consistent with Section 163.387, Florida Statutes, the community redevelopment agency shall adopt a fiscal year budget.

(b) The community redevelopment agency shall not expend in any one (1) community redevelopment agency fiscal year more than twenty-five percent (25%) of the tax increment revenues raised for that fiscal year pursuant to Section 163.387, Florida Statutes, on administrative expenses. For the purpose of this section, the term "administrative expenses" includes personnel costs (i.e.—salary and fringe benefits) of community redevelopment agency staff, office equipment and supplies, operating overhead (office space, electricity and utilities for office), postage, printing or copying charges, travel costs, seminar costs, and similar direct expenses of the community redevelopment agency. Allocations of costs in a community redevelopment agency construction or consultant contract for administrative costs of the contractor are not included within the 25 cap. Further, the agency shall not annually expend more than twenty-five percent (25%) of the County's annual tax increment fund payment on administrative expenses.

(c) The community redevelopment agency shall comply with the annual audit requirements set forth in Section 9 of the County CRA Interlocal Agreement 2019.

Sec. 8-59. - Community redevelopment plan approved.

(a) The city council finds, declares and determines that the matters set forth in the community development plan update, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ~~Hoyt.DSW~~ pursuant to Section 163.360. Florida Statutes, are true and correct, approved, and are incorporated herein by this reference.

(b) Finding of conformance with comprehensive plan. The city council hereby finds, determines and declares that the community redevelopment plan update conforms to the general comprehensive plan of the city as a whole.

(c) Finding of adequacy of recreational facilities. The city council hereby finds, determines and declares that the community redevelopment plan update gives due consideration to the provision of adequate park and recreational areas and facilities that be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plan.

(d) Finding of relocation. The city council finds that a feasible method exists for the relocation of families who will be displaced from the community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families.

(e) Finding of maximum opportunity. The city council hereby finds that the community redevelopment plan update will afford maximum opportunity, consistent with the sound needs of the city as a whole, for the rehabilitation or redevelopment of the entire community redevelopment area by private enterprise.

(f) The city council does hereby adopt the community redevelopment plan update as the community redevelopment plan for the Diamond Square redevelopment area and authorizes and directs the community redevelopment agency to proceed with the implementation of the plan update.

Sec. 8-60. - Redevelopment trust fund created.

(a) There is hereby established and created, in accordance with the provisions of the Act, a community redevelopment trust fund (the "fund") for the community redevelopment area, which fund shall be utilized and expended for the purposes of and in accordance with the plan,

including any amendments or modifications thereto approved by the city council including any "community redevelopment", as that term is defined in Section 163.340(9), Florida Statutes, under the plan.

(b) The monies to be allocated to and deposited into the Fund shall be used to finance "community redevelopment" within the community redevelopment area according to tax increment revenues attributed to the community redevelopment area, which shall be appropriated by the agency. The agency shall utilize the funds and revenues paid into and earned by the fund for community redevelopment purposes as provided in the plan and as permitted by law. The fund shall exist for the duration of the "community redevelopment" undertaken by the agency pursuant to the plan to the extent permitted by the Act. [Monies shall be held in the fund by the city for and on behalf of the agency, and disbursed from the fund as provided by the agency.]

(c) There shall be paid into the fund each year by each of the "taxing authorities," as that term is defined in Section 163.340(2), Florida Statutes, levying ad valorem taxes within the community redevelopment area, a sum equal to ninety-five percent (95%) of the incremental increase in ad valorem taxes levied each year by that taxing authority, as calculated in accordance with section 8-60(5) hereof and the Act, based on the base tax year established in section 8-60(4) hereof (such annual sum being hereinafter referred to as the "tax increment").

(d) The most recent assessment roll used in connection with the taxation of property prior to the effective date of the ordinance from which this section derives shall be the preliminary assessment roll of taxable real property in Brevard County, prepared by the property appraiser of Brevard County, and filed with the department of revenue pursuant to Section 193.1142, Florida Statutes (1997), reflecting valuation of real property for purposes of ad valorem taxation as of January 1, 1998 (the "base year value"), and all deposits into the fund shall be in the amount of tax increment calculated as provided in section 8-60(5) hereof based upon increases in valuation of taxable real property from the base year value.

(e) The tax increment shall be determined and appropriated annually by each taxing authority, and shall be an amount equal to ninety-five percent (95%) of the difference between:

(1) That amount of ad valorem taxes levied each year by all taxing authorities on taxable real property located within the geographic boundaries of the community redevelopment area; and

(2) That amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the assessment roll used in connection with the taxation of such property by all taxing authorities, prior to the effective date of the ordinance from which this section derives.

(f) All taxing authorities shall annually appropriate to and cause to be deposited in the fund the tax increment determined pursuant to the Act and section 8-60(5) hereof at the beginning of each fiscal year thereof as provided in the Act. The obligation of each taxing authority to annually appropriate the tax increment for deposit in the fund shall commence immediately upon the effective date of the ordinance from which this section derives and continue to the extent permitted by the Act so long as any indebtedness pledging "increment revenue" have been paid.

(g) The funds shall be established and maintained as a separate trust fund by the agency so that the fund may be promptly and effectively administered and utilized by the agency expeditiously and without undue delay for its statutory purpose pursuant to the plan.

(h) The governing body of the agency shall be the trustees of the fund and shall be responsible for the receipt, custody, disbursement, accountability, management, investments and proper application of all monies paid into the fund.

(i) Notwithstanding the aforesaid, and pursuant to the County CRA Interlocal Agreement 2019, 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 the redevelopment plan update. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Commissioners.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Update the City's Financial Operations Manual. This Ordinance shall be incorporated into the City of Cocoa Financial Operations Manuel by the Finance Director.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

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)

WORKSHEET

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RECONSTITUTED AGENCY BOARD OF COMMISSIONERS

PER 2019 INTERLOCAL AGREEMENT

SEAT	APPOINTEE	APPOINTMENT DATE	INITIAL TERM OF OFFICE
1	_____	_____	1 YEAR
2	_____	_____	2 YEARS
3	_____	_____	3 YEARS
4	_____	_____	4 YEARS
5	_____	_____	4 YEARS
6	_____	_____	4 YEARS
7	District County Commissioner Or Designee appointed by County Commission _____	_____	Coincides with Dist. Comm. Term or 4 YEARS for Designee

The term for each seat commences upon initial appointment. Thereafter, upon expiration of the initial term, the term shall be four years for each seat. No person may serve more than two consecutive terms but may be considered for reappointment followed by at least one year off of the Agency board.

FLORIDA TODAY
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Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003998606
Pymt Method Invoice
Net Amt: $196.25

Run Times: 1

No. of Affidavits: 1

Run Dates: 01/13/20

Text of Ad:

AD#3998606 1/13/2020
CITY OF COCOA
NOTICE OF PUBLIC HEARING
January 22, 2020
NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, January 22, 2020, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8, ARTICLE III OF THE CITY CODE RELATED TO THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY FOR PURPOSES OF IMPLEMENTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY, AGENCY AND BREVARD COUNTY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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 (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 9th
day of January, 2020.
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-55	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	1/16/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Reconstituting the Diamond Square Community Redevelopment Agency by making six (6) appointments to the Agency Board of Commissioners. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Diamond Square Board member worksheet.pdf Isom application.pdf Smith Application.pdf Waters application.pdf Diamond Square CRA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2020
Agenda Date: January 22, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Reconstituting the Diamond Square Community Redevelopment Agency by making six (6) appointments to the Agency Board of Commissioners.

BACKGROUND:

In 2019, the City of Cocoa, Diamond Square Community Redevelopment Agency and Brevard County entered into an Interlocal Agreement, which amended several operational aspects of the Agency. One of the amendments to the Interlocal Agreement was that of reconstituting the existing Agency Board with a newly appointed Agency Board. To reconstitute the Agency Board, the City Council must make six (6) appointments to the Agency Board, which in effect will replace the current members and/or revise terms of existing Agency members if an existing member is reappointed to serve on the reconstituted Agency Board. However, the Council is aware that during the Interlocal Agreement negotiation process, there was some sentiment by the County that new members may be appointed by the City Council at the time the Agency Board was reconstituted.

Specifically related to the appointment process, Ordinance No. 02-2020, outlines the creation of the community redevelopment agency board as noted below:

Sec. 8-53. - Creation of community redevelopment agency board; composition; terms; appointment of chairperson and vice-chairperson*.*

(a) Pursuant to Section 163.356(2), Florida Statutes and the County CRA Interlocal Agreement 2019, the Agency board of commissioners is hereby reconstituted effective **[Insert Date]** *as follows:*

(1) The Agency board shall consist of seven (7) commissioners. Six (6) commissioners shall be appointed by the City Council and one (1) shall be a Brevard County Board of County Commissioner in whose District the Agency is located, or that County Commissioner's designee approved by the County Board who meets the qualifications of Section 163.356(3)(b), Florida Statutes. The District County Commissioner's duties on the Agency board shall be considered additional duties of the office of County Commissioner.

(2) The term of office of an Agency Commissioner shall be four (4) years. No Agency Commissioner appointed by the City Council or the County Board shall serve more than two (2) consecutive terms, but may be considered for reappointment followed by at least one year off of the Agency board. Upon reappointment, said individual will again be subject to the two
(2) consecutive term limit. However, notwithstanding the term limit restriction set forth herein, a District County Commissioner's term serving on the Agency board shall continue and run concurrently with his or her term on the County Board without regard to the term limits imposed by this subsection. Each Agency commissioner shall serve until his or her successor has been appointed and has qualified.
(3) Three (3) Agency commissioners shall be appointed by the City Council to initially serve terms of 1,2 and 3 years respectively from the date of their initial appointments. Upon expiration of the initial term, the subsequent terms for these three Agency commissioners shall be four (4) years each.
(4) Three (3) Agency commissioners shall be appointed by the City Council to initially serve four (4) year terms from the date of their initial appointment. Upon expiration of the initial term, the subsequent terms for these three Agency commissioners shall be four (4) years each.
(5) One (1) Agency commissioner shall be the District County Commissioner or his or her designee appointed by the County Board. If the County Board is required to make an initial appointment, the term of the initial appointment shall be a term of four (4) years from the date of their initial appointment unless the County Board determines that the District County Commissioner shall resume serving on the Agency board.

To guide the City Council in the appointment process, a Worksheet is attached to this agenda item. The Worksheet refers to Council Seat Appointee, the Appointment Date and what the initial term of office would be.

It should be pointed out, that three applications for membership on the Diamond Square CRA were received in the City Clerk's office. They all currently meet the qualifications for serving on a City board and are attached to this agenda item for review.

A current Diamond Square CRA Roster is also attached for consideration in making the appointments necessary to reconstitute the Agency Board.

It is important that the appointments be made as soon as possible so the Agency may continue to conduct business without interruption.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise or expirations occur.

RECOMMENDED MOTION:

Appoint Six (6) eligible persons to serve on the Board of Commissioners of the Diamond Square Community Redevelopment Agency.

WORKSHEET

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RECONSTITUTED AGENCY BOARD OF COMMISSIONERS

PER 2019 INTERLOCAL AGREEMENT

SEAT	APPOINTEE	APPOINTMENT DATE	INITIAL TERM OF OFFICE
1	_____	_____	1 YEAR
2	_____	_____	2 YEARS
3	_____	_____	3 YEARS
4	_____	_____	4 YEARS
5	_____	_____	4 YEARS
6	_____	_____	4 YEARS
7	District County Commissioner Or Designee appointed by County Commission _____	_____	Coincides with Dist. Comm. Term or 4 YEARS for Designee

The term for each seat commences upon initial appointment. Thereafter, upon expiration of the initial term, the term shall be four years for each seat. No person may serve more than two consecutive terms but may be considered for reappointment followed by at least one year off of the Agency board.

RECEIVED
OCT 24 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Jackie Som Application Date: 10-20-19

Street Address, Including Zip Code: 1050 Bristol Drive Cocoa FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 X District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321 631-3153 Work: _____ Pager: _____ Cell: 321 480-1763

Place of Business: Harris Gov't System

Title/Position Held: Technician

Date of Birth[2] 10-29-1958

Email Address: Ms.jay50@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board	✓	Redevelopment Agency (Diamond Square)
✓	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months? Yes ✓ No _____
Do you own property or a business in Cocoa? Yes ✓ No _____
Are you registered to vote in Brevard County, Florida? Yes ✓ No _____

[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.

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 X

If yes, have your civil rights been restored? Yes ____ No X
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
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 X

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.

No prior experience, I know that I would be A great supporter in my Cocoa Area. I have lived in this area for over 20 years Raised 3 kids. I would Love to see my neighborhood and Cocoa [redacted] prosper. I am looking forward to be a supporter of the 22

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

X Black
~~African-American~~
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

____ Male
X Female

DISABILITY

N/A Physically Disabled

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: Jackie Lorm Date: 10-20-19

Social Security No: [redacted]

Drivers License No:

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

RECEIVED
OCT 24 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Marilyn Ross Smith Application Date: 10/20/2019

Street Address, Including Zip Code: 1056 Park Dr, Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: — Work: — Pager: — Cell: 321-795-1252

Place of Business: Mijek Productions LLC

Title/Position Held: Owner

Date of Birth[2] 02/03/1958

Email Address: marilynsmithonline@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board	✓	Redevelopment Agency (Diamond Square)
✓	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	_____
Do you own property or a business in Cocoa?	Yes	✓	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	_____

[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.

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.

Been a resident of Cocoa District 1 for more than 25 years. Want to get involved in decision making for the Advancement of my community in which I live. No prior Governmental Experience.

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

N/A Physically Disabled

APPLICANT CERTIFICATION

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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: Marilyn Rose Smith Date: 10/20/2019

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

RECEIVED
OCT 28 2019
OFFICE OF THE CITY CLERK
submitted @ 12:20 pm
10/28/2019
CS

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: Demetrius Waters Application Date: 10-1-2019

Street Address, Including Zip Code: 911 school St. Cocoa, FL

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321-458-1933 Work: _____ Pager: _____ Cell: 321-458-1933

Place of Business: None

Title/Position Held: Community Advocate / Lobbyist For Father's Rights under district 1

Date of Birth[2] 12-16-1962

Email Address: demetriuswaterswaters@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board	✓	Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes		No	✓
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	

[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.

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? N/A 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 ✓

N/A

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.

Me being a community advocate & lobbyist of father's rights with certifications (paid for by me) of mental health & Father's rights & personal responsibility to children is self evident of my skills & experience. But my active care for the community by doing things such as ...

continued on attached paper

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

✓ Black
~~African~~-American
Asian-American
Hispanic-American
Native American
Caucasian

GENDER

✓ Male
Female

DISABILITY

✓ Physically Disabled

APPLICANT CERTIFICATION

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   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: _____ Date: 10-1-2019

Social Security No: [redacted]

Drivers License No: Do not drive due to disability but License active & # can be retrieved from DMV

Please Return this form to:

Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Diamond Square Redevelopment Agency	**Meets Third Monday Every Month @ 7pm**			**Expirations in June**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jewel Collins	810 Kentucky Ave. Cocoa, FL 32922 (contact info as of 6/21/17)	~~720-9102 cell~~ 208-8144 ph	05/14 reappointed 07/10 reappt. 11/06 appt.	2022
Delores ~~Rainey~~ Martin, *Vice Chairperson (elected 5/18/15)*	1314 Moss Lane Cocoa, FL 32922-6142 Drmartin324@gmail.com	305-6028	05/15 Reappointed 05/11 Reapt. 08/10 appointed to fill unexpired term of Holmes	2023
Tracy A. Moore, Chairperson *(elected 5/18/15)*	2747 Wentworth Place, 32926-5865 rcptm@bellsouth.net	639-9917	06/14 Reappointed 05/10 Reappointed 05/06 Reappointed 5/04 Appointed	2022
Sylvia Thomas	717 Aurora St. Cocoa, FL 32922 Sthomas@ELCbrevard.org	636-0160 hm 507-0932 cell 637-1800 ext. 2001 wk	06/17 Appointed (replaced R. Jenkins)	2021
Ed Jones	1214 Holmes Street, 32922-6159 Edjones45@aol.com	631-4003 wk 543-3523 cell	8/12/14 Reap. 5/10 Reappointed 5/23/06 Reap. 6/02 Reappointed 3/98 Appointed	2022
~~Mr. Adrian M. Moss Beasley~~ **VACANCY**				
Larry B. Robinson	521 S. Carolina Ave. Cocoa, FL 32922-6179 BIGROB349@hotmail.com	652-6392 cell	06/14 Reappointed 08/12 appointed to fill unexpired term of J. Thomas	2022
LIAISON	Deputy Mayor Goins	474-4923	Updated 12/18	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935			
RECORDING SECRETARY	Courtney Jackson	433-8490		

Legislation Details (With Text)

File #:	20-41	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/8/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approval of Councilmember Koss's attendance at the National League of Cities Congressional City Conference in Washington D.C., March 7-11, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National League of Cities Schedule.pdf Registration Fees.pdf HOTEL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2020
Agenda Date: January 22, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of Councilmember Koss's attendance at the National League of Cities Congressional City Conference in Washington D.C., March 7-11, 2020.

BACKGROUND:

Councilmember Koss has expressed a desire to attend the National League of Cities Congressional City Conference in Washington D.C., which will be held March 7-11, 2020. This is not a conference or event that was initially budgeted, therefore, it is being brought forward for City Council's consideration.

The cost of the conference is $480.00 for a First Time Attendee. The City Clerk also provided an estimated breakdown of all other costs associated with the travel, such as airfare and per diem. Please keep in mind the airfare and per diem are estimated costs due to the time the information was researched, so it may vary. Additionally, it would be cheaper for her to fly versus drive, and those figures are below.

The breakdown is as follows for the dates of March 7-11-2020:

Registration (First Time Attendee)	$480.00
Per Diem for Meals:	$245.00

Airfare (Roundtrip):	$300.00
Hotel x 4 nights at approx. $350 per night	$1,400.00
TOTAL:	$2,425.00

If Councilmember Koss chose to drive, the total mileage from Cocoa City Hall to Washington D.C. is approximately 864 miles each way for a total of 1728 miles, at a cost of $.575 cents per mile with a total of $993.60. This is approximately a difference of $700.00 in total costs.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

Amount Requested	$2425.00
Account Number	001-1000-511.40-00
Account Name	Travel and Per Diem

PREVIOUS ACTION:

The City Council has approved various unbudgeted travel opportunities at the request of City Council members and/or staff.

RECOMMENDED MOTION:

Approval of Councilmember Koss's attendance at the National League of Cities Congressional City Conference in Washington D.C., March 7-11, 2020.

powered by Legistar™

MANY VOICES. ONE NATION.

Becoming informed about policies that affect cities will make you a better leader and speaking up together will allow you to achieve more for cities.

SCHEDULE AT-A-GLANCE

FRIDAY, MARCH 6

Registration – Evening

SATURDAY, MARCH 7

Registration – All Day
NLC University Sessions – All Day
NLC Board Committee Meeting – Afternoon
NLC Board of Directors Reception – Evening

SUNDAY, MARCH 8

Registration – All Day
New Member/First Time Welcome Breakfast – Morning
NLC Board of Directors Meeting – Morning
NLC University Sessions – Morning
Advisory Council Meeting – Morning
Federal Advocacy Committee Meetings – Afternoon
Additional Events – Evening

Indicates conference-wide meal, included in the cost of registration

MONDAY, MARCH 9

Registration – All Day
Celebrate Diversity Breakfast – Morning
Opening General Session – Morning
Workshops – Morning
Open Time for Lunch – Afternoon
Member Council Meetings – Afternoon
Workshops – Afternoon
Afternoon General Session – Afternoon
Additional Events – Evening

TUESDAY, MARCH 10

Registration – All Day
General Session – Morning
Workshops – Morning
Delegates General Session/Luncheon – Afternoon
Evening Event – Evening

WEDNESDAY, MARCH 11

NLC Advocacy Day on Capitol Hill – All Day

REGISTER NOW

GET THE TOOLS YOU NEED TO BE A BETTER LEADER

CONFERENCE WORKSHOPS

Presentations, panels and discussions focused on the common issues cities face.

NLC UNIVERSITY SEMINARS

Half-day or full-day training on navigating the duties of a public official. Delegates who complete training receive credits towards a professional development certificate.

GENERAL SESSIONS

Get inspired during exciting main stage programming, featuring motivational stories from well-known national leaders.

CAPITOL HILL ADVOCACY DAY

Whether it's your first time visiting Capitol Hill or your hundredth, thank you for being a city advocate. During NLC's Capitol Hill Advocacy Day, the discussions you have with federal legislators and their staff will help us make a difference for cities everywhere. In this module, you'll find everything you need to know for a successful day on Capitol Hill with NLC.

NETWORKING EVENTS

There are plenty of opportunities for you to meet and build relationships with other local leaders and build partnerships with corporate partners. Whether it's the constituency group events, federal advocacy committees, member council meetings and state municipal league activities.

WAYS TO REGISTER

Phone

Toll-Free: (866) 221-7895
International: (240) 439-2970

Online

Registering online is the quickest way to secure your registration and housing!

REGISTER

REGISTRATION RATES

	City Summit Attendees: Valid Until 12/31/19	Early Bird 01/01/20 – 01/31/20	Advance 02/01/20 – 03/08/20	On-Site 03/08/19
NLC Member *(Direct Member Cities, SML Executive Directors and Staff)*	$505	$615	$740	$840
SML Member *(Direct Members of a SML, but not of NLC)*	$580	$715	$840	$940
Non-Member/Other	$620	$745	$945	$1045
First Time Attendee	–	$480	$480	$480
Family *(Spouses, Significant Others, Children Age 18+)*	–	$110	$110	$110
Children *(Age 2-17 Attending the Conference with Parent or Legal Guardian)*	–	Free	Free	Free
Youth Chaperone *(May Not be Elected Officials)**	–	$150	$150	$150
Youth Delegate *(High School Students Attending Youth Delegate Program)**	–	$150	$150	$150
Diversity Breakfast	–	$45	$45	$45

Capitol Hill Advocacy Day: For questions, please contact Archana Sridhar.

REGISTER

HOTEL

The conference will take place at the Washington Marriott Wardman Park in D.C.

- **Marriott Wardman Park**
  2660 Woodley Rd NW
  Washington, DC 20008
  Rate – $299
- **Omni Shoreham**
  2500 Calvert St NW
  Washington, DC 20008
  Rate – $299
- **The Line**
  1770 Euclid St NW
  Washington, DC 20009
  Rate – $279
- **Hotel Palomar**
  2121 P St NW
  Washington, DC 20037
  Rate – $272

BOOK HOUSING

TRAVEL

Washington, DC offers a variety of travel options. Fly in from Ronald Reagan Washington National Airport, take that train through Union Station or even drive.





Legislation Details (With Text)

File #:	20-36	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/8/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY2020 Budget through the use of General Fund Contingency, to cover expenses not previously budgeted for Purchase Order Template Adjustments, Arbitrage Calculation Services and Accounting & Auditing Services, BAF # 20-023-T1, T2 and T3. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2020.pdf BAF 20-023-T1-FN-Arbitrage, Superion & Auditing (1-22-19) Agenda 20-036.pdf BAF 20-023-T2-FN-Arbitrage, Superion & Auditing (1-22-19) Agenda 20-036.pdf BAF 20-023-T3-FN-Arbitrage, Superion & Auditing (1-22-19) Agenda 20-036.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2020
Agenda Date: January 22, 2020
Prepared By: Lea Malarae, Senior Fiscal Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY2020 Budget through the use of General Fund Contingency, to cover expenses not previously budgeted for Purchase Order Template Adjustments, Arbitrage Calculation Services and Accounting & Auditing Services, BAF # 20-023-T1, T2 and T3.

BACKGROUND:

Superion (Central Square) is the City's software company. Staff utilizes the software to print bills for miscellaneous accounts receivable and to print purchase orders. Due to the desire to print purchase orders (POs) fully utilizing the City's software and the need to modify the miscellaneous accounts receivable bill, staff obtained quotes and contracted with Superion to make the necessary changes to the software.

1. PO 75129 (Requisition 39147) for PO template modification for a total of $5,680.00, which the expense was split 50% / 50% between the General Fund and Water/Sewer Fund in FY19. Upon further review, it was determined that the general ledger account coding was incorrect. The reclassification of the cost for this serv ices has necessitated a budget amendment because the reclassification has caused the corrected general ledger account to be over

budget. Additional budget is required in the General Fund's Contract Services Account (34-00) to cover the costs. (BAF # 20-023-T1)

2. Purchase Requisition 39939, for MR invoice printing is in process for a total expense of $1,760.00, charged to the Contract Services account (34-00). A BAF was requested and processed to move budget from the Other Charges & Obligations Account (49-00) to Contract Services Account (34-00). Account (49-00) is now negative $1,865. Addition budget is required to move budget from the Contingency account to cover the deficiency in account and 49-00. (BAF # 20-023-T1)

In addition, on November 28, 2018 (file #18-605), Council approved a multi-year contract with Integrity Public Finance Consultants ("Consultant") for services and expenses relating to arbitrage calculations for the City's outstanding bonds and bank notes. As work progressed in FY2019, the Consultant determined that additional work was required due to (a) commingled funds maintained in several Reserve accounts and (b) existence of non-bona fide debt service funds. The additional effort by the Consultant resulted in a higher cost totaling $23,229. The Water/Sewer Fund has significant budget to cover the cost: however, additional budget is needed in the General Fund. (BAF# 20-023-T2)

Also, during the budget process, $40,000 was budgeted in the Water/Sewer Accounting & Auditing account for auditing services. However, auditing services were included in the charges for services allocation during the Utility Rate Study. The full amount of the bill will be paid out of the General Fund account and the Water/Sewer Fund will reimburse the General Fund through the charges for services allocation. As a result, the General Fund needs additional budget to pay for the total cost of auditing services. The Utility Fund has a need for additional budget in the Professional Services account, so this BAF also reclassifies budget for the required purposes. (BAF # 20-023-T3)

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

Budget Adjustment 20-023-T;

PO# 75129 (Rec 39147)

Amount Requested	($2,840)
Account Number	001-1600-513.31-00
Account Name	Professional Services

Amount Requested	$2,840
Account Number	001-1600-513.34-00
Account Name	Contract Services

Amount Requested	($2,840)
Account Number	421-4010-536.31-00
Account Name	Professional Services

Amount Requested	$2,840
Account Number	421-4010-536.34-00
Account Name	Contract Services

Rec #39939

Amount Requested	($1,865)
Account Number	001-1600-513-39-00
Account Name	Contingency

Amount Requested	$1,865
Account Number	001-1600-513-49-00
Account Name	Other Charges & Obligations

Budget Adjustment 20-023-T2; Arbitrage Services

Amount Requested	($5,969)
Account Number	001-1600-513-39-00
Account Name	Contingency

Amount Requested	$5,969
Account Number	001-1600-513-31-00
Account Name	Professional Services

Budget Adjustment 20-023-T3; Auditing Services

Amount Requested	($40,000)
Account Number	001-1600-513.39-00
Account Name	Contingency

Amount Requested	$40,000
Account Number	001-1600-513.32-00
Account Name	Accounting & Auditing

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2020 Budget through the use of General Fund Contingency, to cover expenses not previously budgeted for Purchase Order Template Adjustments, Arbitrage Calculation Services and Accounting & Auditing Services, BAF # 20-023-T1, T2 and T3

RESOLUTION NO. 2020-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 22nd day of January, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-023-T1

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/06/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,865)	001-1600-513.39-00		Contingency	$ 247,975	$ 169,055	$ 167,190	$ 167,190
($ 2,840)	421-4010-536.31-00		Professional Services	$ 334,356	$ 342,656	$ 339,816	$ 239,066
($ 2,840)	001-1600-513.31-00		Professional Services	$ 295,150	$ 302,265	$ 299,425	$ 150,201
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 7,545)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,840	001-1600-513.34-00		Contract Services	$ 3,500	$ 3,500	$ 6,340	$ 4,580
$ 1,865	001-1600-513.49-00		Other Charges & Oblig.	$ 164,000	$ 209,240	$ 211,105	$ 0
$ 2,840	421-4010-536.34-00		Contract Services	$ 793,417	$ 793,417	$ 796,257	$ 678,779
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 7,545	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

In FY19 PO 75129 (Purchase Requisition 39147) was created for PO Template Modification. The PO total is $5,680 and the cost is split 50% / 50% between 001 & 421. This PO was rolled over and re-budgeted in FY20; however upon further review, it was determined that the general ledger account # was incorrect. This budget amendment corrects the general ledger budget for PO 75129. Purchase requisition 39939 was created for a printing adjustment to MR invoices. The PO total is $1,760 and the budget was provided to the Contract Services account in December (BA20-013T) however the transfer caused a negative in the Other Charges & Obligation account. Budget is needed to replenish the account. Agenda 20-036

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/22/20 *RESOLUTION #:* 2020-007

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/6/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.06 14:20:22 -05'00'	1/13/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.13 14:57:46 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/14/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.01.14 09:38:09 -05'00'	1/14/20	Lora Howell Digitally signed by Lora Howell Date: 2020.01.14 07:54:07 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2020 - 20-023-T2

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER — REQUESTING DEPARTMENT #: 1500 — DATE PREPARED: 01/08/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,969)	001-1600-513.39-00		Contingency	$ 247,975	$ 167,190	$ 161,221	$ 161,221
$ 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
($ 5,969)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,494	001-1600-513.31-00		Professional Services	$ 295,150	$ 302,265	$ 304,759	$ 152,695
$ 3,475	001-1600-513.31-00		Professional Services	$ 295,150	$ 304,759	$ 308,234	$ 156,170
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,969	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On November 28, 2018 (file #18-605), Council approved a multi-year contract with Integrity Public Finance Consultants ("Consultant") for services and expenses relating to arbitrage calculations for the City's outstanding bonds and bank notes. As work progressed in FY2019, the Consultant determined that additional work was required due to (a) commingled funds maintained in several Reserve accounts and (b) review and determination of bona fide debt service funds. Additional budget is needed in General Fund for the cost of the additional services. The Water & Sewer Fund has sufficient budget for that fund's share of the additional cost. Agenda 20-036

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) — *DATE APPROVED:* 01/22/20 — *RESOLUTION #:* 2020-007

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/8/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.08 14:03:34 -05'00'	1/13/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.13 14:57:16 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/14/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.01.14 09:39:04 -05'00'	1/14/20	Lora Howell Digitally signed by Lora Howell Date: 2020.01.14 07:55:21 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2020 - 20-023-T3

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/08/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 40,000)	001-1600-513.39-00		Contingency	$ 247,975	$ 161,221	$ 121,221	$ 121,221
$ 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
($ 40,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 40,000	001-1600-513.32-00		Accounting & Auditing	$ 40,000	$ 40,000	$ 80,000	$ 80,000
$ 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
$ 40,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Historically, the Water & Sewer Fund's share of auditing services are budgeted in the Water/Sewer Accounting & Auditing account each year. However, auditing services were redirected to be included in the allocation calculation for the transfer to General Fund during the FY19 Utility Rate Study beginning with the FY20 budget. As a result of the FY19 Utility Rate Study, the full amount of annual auditing services will be paid out of the General Fund account and the Water/Sewer Fund will reimburse the General Fund through the charges for services allocation. Upon review of the adopted budget, it was found that only $40,000 was budgeted in FY20 in General Fund, which is a portion of the full auditing costs. As a result, the General fund requires additional budget to pay for the full cost of the FY20 auditing services. This budget amendment utilizes the General Fund Contingency account to budget for the full cost of FY20 auditing services. See BAF #20-027 for the use of $40,000 that was budgeted in the Water & Sewer Utility Fund. Agenda 20-036

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/22/20 *RESOLUTION #:* 2020-007

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/8/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.08 15:31:48 -05'00'	1/13/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.13 14:56:59 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/14/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.01.14 09:39:56 -05'00'	1/14/20	Lora Howell Digitally signed by Lora Howell Date: 2020.01.14 07:56:43 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	20-58	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	1/17/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	

Title: Request review of the Bid Protest Review Committee's decision and recommendation to deny the bid protest received from Rush Marine, LLC on ITB Bid No. B-20-08-COC, Riverfront Promenade Overlook Improvement Project, which was previously awarded to Canaveral Construction Company, and final resolution of bid protest. (City Attorney)

Sponsors:

Indexes:

Code sections:

Attachments:
2019-12-16_Notice of Intent to File Protest.pdf
B-20-08-COC Final Administrative Response to Rush Marine, LLC Bid Protest Recommendation.pdf
2019-12-19_Formal Bid Protest_Optimize.pdf
Public Notice_Bid Protest Review Meeting.pdf
Official Bid Protest Review _Sign in sheet.pdf
Public Notice _ Bid Protest Review Committee Meeting.pdf
B-20-08-COC PROTEST REVIEW MEETING SIGN IN SHEET.pdf
BID 20-08-COC Legal Ad.pdf
RFQ-20-08-COC_COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS.pdf
Appendix A_COC 013 Promenade Plans - Released for Bid 10-31-19.pdf
Appendix B_COC 013 Promenade Technical Specifications - Released for Bid 10-31-19.pdf
Addendum 1_B20-08-COC.pdf
Addendum 2_B20-08-COC.pdf
Addendum 3_B20-08-COC.pdf
Addendum #4 Plan Revisions 11-27-19.pdf
Addendum #4 Specification Revisions 11-27-19.pdf
B-20-08-COC COMPLETED PRE-BID SIGN IN SHEET.pdf
B-20-08-COC Bid Opening Sign In Sheet.pdf
B-20-08-COC Tabulation Sheet.pdf
B-20-08-COC_Canaveral.pdf
Canaveral Construction_Bid Concerns_Riverfront Park Promenade_IITB B-20-08-COC.PDF
@RUSH MARINE Proposal_BID #-20-08-COC.pdf
12-11-19 Short Agenda ADA.pdf
City of Cocoa Signed Notification of Award(12.12).pdf
Form of Agreement_Canaveral Construction_12.17.19.pdf
Corrected Copy_Notice of Award_Form of Agreement 12.20.19.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 17, 2020
Agenda Date: January 22, 2020
Prepared By: Anthony Garganese, City Attorney and Health Hancher, Purchasing & Contracts Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Request review of the Bid Protest Review Committee's decision and recommendation to deny the bid protest received from Rush Marine, LLC on ITB Bid No. B-20-08-COC, Riverfront Promenade Overlook Improvement Project, which was previously awarded to Canaveral Construction Company, and final resolution of bid protest.

BACKGROUND:

Following the City Council's award of ITB # B-20-08-COC, Riverfront Promenade Overlook Improvement Project, to Canaveral Construction Company (hereinafter "Canaveral") at its December 11, 2019 regular meeting, the City received a timely notice of intent to protest the award and a formal bid protest from the second lowest bidder, Rush Marine, LLC (hereinafter "Rush"). In accordance with the City's Financial Operations Manual, containing the City's formal bid protest procedures ("FOM"), the City Manager and Assistant City Manager (as Acting City Manager) appointed a Bid Protest Review Committee, consisting of Accounting Manager Sherry Alexander, Public Works Assistant City Engineer Abigail Morgan, and Deputy Utilities Director Katie Ennis. The Bid Protest Review Committee held two public meetings and formulated a final, written administrative response to the bid protest, denying the protest. According to the FOM, if after addressing the Bid Protest Review Committee the protestant does not withdraw the protest or reach a resolution acceptable to both parties, the Bid Protest Review Committee must forward the protest to the City Council with their recommendation for final resolution. The Bid Protest Review Committee's final, written administrative response is attached to this agenda item, which also serves as its recommendation to the City Council. The Bid Protest Review Committee's recommendation was to deny Rush's bid protest. The City Council must now consider the Bid Protest Review Committee's recommendation and uphold or deny the bid protest.

In addition, if the protest is denied and the City Council finds the protest lacks merit, the City Council may further assess any costs, charges or damages associated with any delay of the award or any cost incurred with regard to the protest against the protest bond of $5,000.00 that was submitted by Rush with its bid protest.

Underlying Facts Related to the Bid Protest:

The City of Cocoa's Purchasing Division published an invitation to bid on October 31, 2019, ITB # B-20-08-COC, Riverfront Promenade Overlook Improvement Project. The bids were opened and read aloud on December 5, 2019 at 3:30 p.m., at a duly noticed public meeting. Bid Responses were reviewed for completeness and price. During the review, respondents were present and provided with Bid Tabulation Sheets to document the preliminary outcome of the bid. Results were recorded on the Bid Tabulation Sheets and read aloud with key personnel from Public Works present to also review the total base line, alternate pricing and itemized material cost for this project. During the

review it was initially determined that, of the seven (7) respondents, two (2) were disqualified for not attending the mandatory pre-bid conference (Florida Home & Dock Life, LLC and Edwards Concrete), leaving five (5) eligible respondents.

The top three (3) respondents were:

1.	Canaveral Construction Company, Inc.:	$952,909.00 (Alt. $5,800.00)
2.	Rush Marine, LLC:	$989,618.00 (Alt. $5,940.00)
3.	C&D Construction Inc.:	$993,000.00 (Alt. $5,000.00)

The apparent lowest, responsive and responsible bidder was Canaveral Construction Company, Inc. However, during the review of proposal contents it was found that Canaveral omitted three documents within their proposal:

1. Instructions to Bidders (Pg. 12-17) - Canaveral omitted pages 12 - 16 of the Instructions to Bidders, but provided page 17 signature block (signed / dated). The signature block on page 17 referred to a request for local preference and requested Brevard County, Florida vendors only to complete the form and signature block and attach a copy of a local business tax receipt. The signature block did not reference pages 12-16 of the Instructions to Bidders.
2. Form of Agreement - Canaveral omitted and did not sign the Form of Agreement.
3. Performance and Payment Bond - Canaveral omitted and did not sign the Performance and Payment Bond.

By contrast, the Form of Agreement in Rush's bid submittal was returned signed. The Performance and Payment Bond in Rush's bid submittal was returned signed by Rush's President, Anthony Landry, but was not signed by a surety. The Bid Tabulation Sheet was filled out for Canaveral with a "N" (No) under the document submittal categories for Instruction to Bidders, Form of Agreement, and Performance and Payment Bond. Upon closure of bid opening all vendors were excused with a copy of the Bid Tabulation in hand.

On December 6, 2019, Canaveral representatives Mike Harkcom and David Nash met with Bryant Smith, Frank Mirabito, and Heath Hancher to discuss their concerns with the Bid Tabulation Sheet. Canaveral also submitted a letter, expressing concerns that the Form of Agreement and Performance and Payment Bond were an after-award requirement and elected to omit these documents from their bid. Specifically, with respect to the Form of Agreement, Canaveral representatives stated that they did not include a signed Form of Agreement because they would not know the date of contract as required to be filled in on the first paragraph; would not know the contract value required based upon alternates to be decided by the City of Cocoa; and the language in the Invitation to Bid stating that the City could choose to award on a per group or per item basis. Canaveral also stated that the Bidders Certification of Paragraph 6 required a certification that they had carefully examined the Proposed Agreements and any other documents made a part of the Invitation and, therefore, were fully knowledgeable and acceptable to the terms of the Form of Agreement. With respect to the Performance and Payment Bond, Canaveral noted that the Invitation to Bid, page 46, Paragraph 16.7, stated that the contractor would furnish the Performance and Payment Bond concurrently with the execution of the contract and further referred to the fact that the contract amount was not available to them at the time of the bid. On December 6, 2019, the Bid Tabulation Sheet was updated to include a (Y) for "Yes" in the Instructions to Bidders column by Purchasing Staff.

On December 9, 2019, Purchasing Staff consulted with the City Attorney's Office to discuss the

Canaveral letter. Staff concluded that the concerns expressed were valid. At that time, the City Council short agenda had already been published with Rush Marine as the recommended awardee for the contract. After careful examination of the bid documents, FOM and Canaveral's concerns, staff determined that Canaveral's proposal would be accepted as the apparent lowest, responsive, responsible bidder and recommended as the awardee.

On December 10, 2019, the City Council agenda was republished recommending Canaveral as the awardee. The City Council awarded the contract to Canaveral during its regularly scheduled meeting on December 11, 2019.

On December 16, 2019, a timely Notice of Intent to Protest was received from Rush. On December 17, 2019, the Form of Agreement was received from Canaveral, signed by David Nash, President.

Formal Bid Protest:

As stated above, the City Council must resolve Rush's formal bid protest, either upholding or denying the protest. Rush's Formal Bid Protest included certain legal arguments, explaining why, in Rush's view, the omissions from Canaveral's bid submittals were material deviations from the bid specifications that could not be waived by the City as minor irregularities. The arguments may be summarized as follows for each omission:

1. Form of Agreement. According to Rush, Canaveral's failure to submit the Form of Agreement was a material omission because the Form addressed multiple protections for the City, including the scope of work, liability insurance requirements, attorney's fees provisions, federally-required procurement clauses, and a project completion date well in advance of the City's Fourth of July celebration. Rush argues that upon award of the contract to Canaveral, the contract that was created did not include the above-referenced clauses, which jeopardized the City's FEMA funding for the project.

2. Performance and Payment Bond. Rush also argues that Canaveral's failure to submit a Performance and Payment Bond resulted in the loss of guarantees protecting the City against defective, incomplete, delayed or substandard work and materials and the loss of completion deadlines.

3. Instructions to Bidders. Rush argues that Canaveral's failure to submit copies of pages 12 through 16 was material because the bid specifications require this submittal.

Legal Standards:

Public bids statutes "serve the object of protecting the public against collusive contracts and prevent favoritism toward contractors by public officials and tend to secure fair competition upon equal terms to all bidders, [and] they remove temptation on the part of public officers to seek private gain at the taxpayers' expense, are of highly remedial character, and should receive a construction always which will fully effectuate and advance their true intent and purpose and which will avoid the likelihood of same being circumvented, evaded, or defeated." Liberty Cty. v. Baxter's Asphalt & Concrete, Inc., 421 So. 2d 505, 507 (Fla. 1982). Florida law does not curtail the discretion of local authorities by demanding absolute compliance with public bidding guidelines. Rather, a public body has wide discretion in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear

erroneous and even if reasonable persons may disagree. Id. Public agency decisions are deferred to absent illegality, fraud, oppression or misconduct. Dep't of Transp. v. Groves-Watkins Constructors, 530 So. 2d 912, 913 (Fla. 1988). This standard is mirrored in the City's Bid Protest Policy from the FOM; the burden is on the Protestant to demonstrate by clear and convincing evidence that the bid was procedurally or substantially flawed, arbitrary, fraudulent, unreasonable and capricious, dishonest, corrupt, or illegal.

ITB # B-20-08-COC issued by the City states very clearly that the City may waive any minor irregularity or technical errors or informalities. See, e.g., ITB, pp. 8, 10, 11, and 13. Therefore, the City Council must determine whether the three omissions from Canaveral's bid response were minor irregularities that could be waived.

Material variances or irregularities are those that give one bidder a substantial advantage over other bidders and restrict competition. Nonmaterial variances or irregularities are those that do not affect price, give one bidder an advantage or benefit not enjoyed by other bidders, or adversely affect the interests of the agency. Tropabest Foods, Inc. v. State, Dept. of General Services, 493 So.2d 50 (Fla. 1st DCA 1986). "There is a very strong public interest in favor of saving tax dollars in awarding public contracts. There is no public interest, much less a substantial public interest, in disqualifying low bidders for technical deficiencies in form, where the low bidder did not derive any unfair competitive advantage by reason of the technical omission." Intercontinental Properties, Inc. v. State Dep't of Health & Rehab. Servs., 606 So. 2d 380, 386 (Fla. 3d DCA 1992).

The following tests may be used to measure an improper deviation:
• Is the deviation sufficiently material to destroy the competitive character of the bidding?
• Does the variation affect the price?
• Does the deviation give one bidder an advantage not enjoyed by the other bidders?
• Is the public entity able to make a fair and equal comparison of the bids?

The Florida Bar, Florida Construction Law and Practice, BIDS, BID DISPUTES, AND COMPETITIVE NEGOTIATIONS INVOLVING PUBLIC ENTITIES, CONSL FL-CLE 7-1 (9th ed. 2018) (citing Wester v. Belote, 103 Fla. 976, 138 So. 721 (1931); Tropabest Foods, Inc. v. State, Dept. of General Services, 493 So.2d 50 (Fla. 1st DCA 1986); Harry Pepper & Associates, Inc. v. City of Cape Coral, 352 So.2d 1190 (Fla. 2nd DCA 1978)).

With respect to the Form of Agreement omission, the ITB repeatedly states that any person submitting a bid agreed to be bound by the terms of the ITB, including the Form of Agreement. Therefore, any contract that may have been formed at the time of award and communication of the award to Canaveral would have contained the federally-required FEMA contract clauses and other protections contained therein, despite Canaveral's failure to sign the Form of Agreement. Specifically:

- The following statement appears on Page 11 of the ITB, which included the public advertisement of the ITB: "All work performed shall be in accordance with the specifications and contract documents pertaining thereto. . . ."
- On Page 1 of the ITB, the Bidder Acknowledgement Form cover page for all respondents: "I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. . . . In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and/or services specified in the Invitation . . . ."

- On Page 24 of the Bidder's Certification: "I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor Notes, Specification, proposed agreement and any other documents accompanying or made a part of this Invitation. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid… I agree to abide by all conditions of this bid and understand that a background investigation may be conducted."
- On Page 27, Bid Acknowledgment Form: "Proposal of _____ (Name) _____ (address) To furnish all materials, service, equipment, and labor required for the Cocoa Riverfront Park Promenade Improvements as specified in the bid documents. The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided."
- On Page 16, Section 2.1.18(e) Terms: "No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager."

In addition, the Bid Bond submitted by Canaveral provided security to the City in the event that Canaveral would have failed to enter into a written agreement for the work. It provides and warrants that the bidder cannot withdraw the bid for 90 days after opening, and shall within the period specified enter into a written contract with the Owner in accordance with the Bid as accepted. Nevertheless, it was not necessary to call the bid bond because an executed contract was received by the City from Canaveral.

With regard to FEMA funding, federal regulations provide that when procurement is accomplished via sealed bids, the contract must be awarded to the "responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest price." 2 CFR § 200.320(c). Accordingly, FEMA standards recognize that entities receiving funding have the authority to waive nonmaterial terms and conditions of the invitation for bid. See also 2 CFR § 200.320(c)(2)(v) ("Any or all bids may be rejected if there is a sound documented reason.") It would not be appropriate under FEMA regulations to reject a bid if there was not a sound, documented reason for doing so.

With respect to the Performance and Payment Bond, "a party protesting an award to the low bidder must be prepared to show not only that the low bid was deficient, but must also show that the protestor's own bid does not suffer from the same deficiency. To rule otherwise is to require the State to spend more money for a higher bid which suffers from the same deficiency as the lower bid." Intercontinental Properties, Inc. v. State Dep't of Health & Rehab. Servs., 606 So. 2d 380, 384 (Fla. 3d DCA 1992). Rush's Performance and Payment Bond submittal was only executed by Rush and not a surety. This is likely because at the time of submittal, it would not have been possible to know the amount of the contract award, which is required for completion of the bond securing the work. Moreover, a Performance and Payment Bond constitutes a three-party agreement. The Florida Bar, Florida Construction Law and Practice, RIGHTS AND LIABILITIES OF SURETIES, CONSL FL-CLE 8 -1 (9th ed. 2018) ("Suretyship is a contractual tripartite relationship in which one party (the surety) guarantees to another party (the obligee) that a third party (the principal) will perform a contract in accordance with its terms and conditions. . . . The surety promises the obligee to answer the debt, default, or miscarriage of the principal."). Without the surety's signature, it is not valid and would not provide the City with any added security that the work would be completed in a timely and competent manner.

In addition, the Bid Bond submitted by Canaveral provided security to the City in the event that Canaveral would have failed to provide a completed Performance and Payment Bond. Canaveral's Bid Bond provides, in relevant part, that Canaveral warrants it cannot withdraw the bid for 90 days after opening and will provide a bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of the contract. In other words, the Bid Bond warrants that a fully executed Performance and Payment Bond will be submitted. Enter text here

STRATEGIC PLAN CONNECTION:

Extensive renovation to the existing Riverfront Promenade while adding upgrades to seawall safety, landscaping and added beautification to enhance the overall aesthetic experience for local citizens and visiting tourist.

BUDGETARY IMPACT:

Budgeted Yes

Amount: Base: $952,709.00
Alternate: $5,800.00
Total: $958,709.00

PREVIOUS ACTION:

On December 11, 2019, City Council awarded the bid to Canaveral Construction Company

RECOMMENDED MOTION:

To deny the protest:
Move to deny the bid protest filed by Rush Marine, LLC; to reaffirm award of ITB B-20-08-COC, Riverfront Promenade Overlook Improvement, to Canaveral Construction Company Inc., Total base ($952,909.00) plus alternate ($5,800.00) in the amount of $958,909.00; to direct staff to issue a Notice to Proceed to Canaveral Construction Company in order to maintain the estimated project completion date; and to authorize the City Manager to assess costs, charges or damages associated with any delay of the award or any cost incurred with regard to the protest against the protest bond of $5,000.00 that was submitted by Rush Marine, LLC with its bid protest.

Or,

To uphold the protest:
Move to uphold the bid protest filed by Rush Marine, LLC; to rescind the award of the contract ITB B-20-08-COC, Riverfront Promenade Overlook Improvement to Canaveral Construction Company; and to award the contract for ITB B-20-08-COC, Riverfront Promenade Overlook Improvement, to Rush Marine, LLC, Total Base ($989,618.00) plus alternate ($5,940.00) in the amount of $995,558.00 and to direct staff to issue a Notice to Proceed to Rush Marine, LLC in order to maintain the estimated project completion date.

December 16, 2019

City of Cocoa: Purchasing Division
Attn: Heath Hancher, Procurement Manager
65 Stone Street,
Cocoa, Florida 32922
Fax: 321-433-8455
hhancher@cocoafl.org

Notice of Intent to File Protest re: Bid No. B-20-08-COC Award

Pursuant to Section 15: Methods of Source Selection, Para 15.2, a (13) of the City of Cocoa Purchasing Manual, notice is hereby given that RUSH Marine, LLC (hereafter referred to as the "Protestor") by and through the undersigned counsel hereby gives Notice of its intent to file a Protest of the award of a contract to Canaveral Construction, Co. relating to City of Cocoa Bid No. B-20-08-COC for Cocoa Riverfront Park Promenade Improvements ("Bid"). Additionally, as required by the City of Cocoa Purchasing Manual, attached hereto is a copy of the Bid Protest Bond. The original will follow the attached copy once officially delivered to the City Clerks Office As grounds for the Protest, the Protestor would state as follows:

1. The nature of the protest is that the City of Cocoa City Council violated its own policies in awarding the Bid to Canaveral Construction Co.. Protestor was affected adversely as Protestor was the lowest most responsive and responsible bidder who met the specification most advantageous to the City of Cocoa.

A formal protest will be filed within 10 calendar days of this notice.

Submitted by

Scott L. Knox
W. Nathan Meloon
Widerman Malek, P.L.
1990 W New Haven Ave
Melbourne, Florida 32904
Attorneys for Rush Marine, LLC

Submitted via E-Mail, Fax, and Hand Delivery

BID PROTEST BOND

Bond Number: 0220438

Bid Number: B-20-08-COC

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Rush Marine, LLC., a Limited Liability Company, organized and existing under the laws of the State of Florida, and having its principal place of business at 6285 Riverfront Center Boulevard, Titusville, FL 32780, as PRINCIPAL, and Berkley Insurance Company, a surety company, organized under the laws of the State of Delaware, and duly authorized to do business in the State of Florida, whose principal place of business is 475 Steamboat Road, Greenwich, CT 06830, as SURETY, are held and firmly bound unto the City of Cocoa, Florida, as OBLIGEE, in the amount of Five thousand dollars ($5,000.00) for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under the provisions of Florida Statutes 255.0516. The above-named Principal has initiated an administrative protest regarding the Obligee's decision or intended decision pertaining to the ranking of bidders on the Riverfront Promenade Overlook Project, and to beginning contract negotiations with Canaveral Construction Co. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

NOW, THEREFORE, the condition of the Bond is that if the Principal, after the administrative hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and/or judgment, and interest thereon, in the event the Obligee prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligee may bring any action in the court of competent jurisdiction on this bond for the amount of such liability, including costs and attorneys' fees.

PRINCIPAL: Rush Marine, LLC

BY: Anthony Rodig

Title: PRESIDENT (CORPRATE SEAL)

ATTEST: [signature]

WITNESS

SURETY: Berkley Insurance Company
BY: Cindy L Mirisola
Cindy L. Mirisola
Title: Attorney-in-Fact (CORPORATE SEAL)

Florida Resident Agent: Cindy L Mirisola
Cindy L. Mirisola
ATTEST: Michelle Benedict
witness

(Note: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached).

No. BI-10155a

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Cindy L. Mirisola; Benjamin Craig Sibley; Robert H. Bond; or Heather Bradley of Sihle Insurance Group, Inc. of Altamonte Springs, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of July, 2018.

Attest: Berkley Insurance Company

(Seal) By _____ By _____
Ira S. Lederman
Executive Vice President & Secretary
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of July, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13 day of December, 2018

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

BID PROTEST REVIEW COMMITTEE
B-20-08-COC: Riverfront Promenade Overlook Improvement Project
City of Cocoa, Florida

Rush Marine, LLC,

Protestant;

and

Canaveral Construction Company,

Awardee,

_____/

Final Administrative Response to Rush Marine, LLC Bid Protest/ Recommendation

THIS BID FORMAL PROTEST, was considered, after being duly noticed, before the appointed Bid Protest Review Committee of the City of Cocoa, Florida, on January 6, 2020, to determine whether the deficiencies or omissions in Canaveral Construction Company's bid response to the above-mentioned Invitation to Bid were properly waived as minor irregularities or informalities. The Bid Protest Review Committee, having allowed ten minutes to the Protestant and Awardee for public comment and heard the arguments of each and reviewed the documents and evidence presented and being otherwise fully advised, makes the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact

Based upon the evidence and testimony presented at this hearing, the Bid Protest Review Committee finds:

1. The City of Cocoa advertised an Invitation to Bid on October 31, 2019, for the construction of the Cocoa Riverfront Promenade and Overlook Improvements. The opportunity to submit bids closed on December 5, 2019 at 3:00 p.m.

2. The bids were opened and read aloud on December 5, 2019 at 3:30 p.m., at a duly noticed public meeting. Bid Responses were reviewed for completeness and price. During the review, respondents were present and provided with Bid Tabulation Sheets to document the preliminary outcome of the bid. Results were recorded on the Bid Tabulation Sheets and read aloud with key personnel from Public Works present to also review the total base line, alternate pricing and itemized material cost for this project. During the review it was initially determined that, of the seven (7) respondents, two (2) were disqualified for not attending the mandatory pre-bid conference (Florida Home & Dock Life, LLC and Edwards Concrete), leaving five (5) eligible respondents. It was determined that the top three (3) tiered proposers were Canaveral Construction Company Inc., Rush Marine, LLC and C&D Construction Inc.

1. Canaveral Construction Company Inc. Total Base Bid = $952,909.00
2. Rush Marine, LLC Total Base Bid = $989,618.00
3. C&D Construction Inc. Total Base Bid = $993,000.00

After closer examination of required documents, Canaveral Construction omitted pages 12 – 16 of The Instructions to Bidders, but provided page 17 signature block (signed / dated). The signature block on page 17 referred to a request for local preference and requested Brevard County, Florida vendors only to complete the form and signature block and attach a copy of a local business tax receipt. The signature block did not reference pages 12-16 of the Instructions to Bidders. Furthermore, the Form of Agreement and Performance and Payment Bond were omitted and unsigned from Canaveral Construction's bid submittal. The Form of Agreement in Rush Marine's bid submittal was returned signed. The Performance and Payment Bond in Rush Marine's bid submittal was returned signed by Rush Marine's President, Anthony Landry, but was not signed by a surety. The Bid Tabulation Sheet was filled out for Canaveral Construction with a "N" (No) under the document submittal categories for Instruction to Bidders, Form of Agreement, and Performance and Payment Bond. Upon closure of bid opening all vendors were excused with a copy of the Bid Tabulation in hand.

3. On December 5, 2019, after the bid opening, a representative of Canaveral Construction Company, Mike Harkcom, contacted the Purchasing Division to request a meeting with the Purchasing Manager Heath Hancher and Department Director Bryant Smith.

4. On December 6, 2019, Canaveral Construction Company representatives Mike Harkcom and David Nash met with Bryant Smith, Frank Mirabito, and Heath Hancher to discuss their concerns with the Bid Tabulation Sheet. Canaveral Construction Company also submitted a letter, expressing concerns that the Form of Agreement and Performance and Payment Bond were an after-award requirement and elected to omit these documents from their bid. Specifically, with respect to the Form of Agreement, Canaveral Construction Company representative stated that they did not include a signed Form of Agreement because they would not know the date of contract as required to be filled in on the first paragraph; would not know the contract value required based upon alternates to be decided by the City of Cocoa and the language in the Invitation to Bid stating that the City could choose to award on a per group or per item basis. Canaveral Construction Company also stated that the Bidders Certification of Paragraph 6 required a certification that they had carefully examined the Proposed Agreements and any other documents made a part of the Invitation and, therefore, were fully knowledgeable and acceptable to the terms of the Form of Agreement. With respect to the Performance and Payment Bond, Canaveral Construction Company noted that the Invitation to Bid, page 46, Paragraph 16.7, stated that the contractor would furnish the Performance and Payment Bond concurrently with the execution of the contract and further referred to the fact that the contract amount was not available to them at the time of the bid.

5. On December 6, 2019, the Bid Tabulation Sheet was updated to include a (Y) for "Yes" in the Instructions to Bidders column by Purchasing Staff.

6. On December 9, 2019, Purchasing Staff consulted with the City Attorney's Office to discuss the Canaveral Construction Company letter. Staff concluded that the concerns expressed were valid. At that time, the City Council short agenda had already been published with Rush Marine as the recommended awardee for the contract.

7. On December 10, 2019, the City Council agenda was republished recommending Canaveral Construction Company as the awardee. The City Council awarded the contract to Canaveral Construction Company during its regularly scheduled meeting. A representative of Rush Marine was present during the Council meeting and provided public comment prior to the award. The City Council discussed the bid responses and indicated that any missing

documents were a minor irregularity that could be waived. On December 12, 2019, a Notice of Award was signed and received from Canaveral Construction Company by the City.

8. On December 16, 2019, a timely Notice of Intent to Protest was received from Rush Marine. Canaveral Construction Company was notified of the Intent to Protest via email from Heath Hancher.

9. On December 17, 2019, the Form of Agreement was received from Canaveral Construction and signed by David Nash, President.

10. On December 18, 2019, a correction to the Notification of Award and Form of Agreement was sent to Canaveral Construction to review and sign. The original Notification of Award and Form of Agreement did not include the alternate pricing. Both base and alternate were still lowest bidder.

11. On December 19, 2019, Rush Marine filed its Formal Bid Protest via email and hard copy. The Formal Bid Protest argued that Canaveral Construction Company's bid was nonresponsive because it did not include the Instructions to Bidders, the Form of Agreement, or the Performance and Payment Bond. The Formal Bid Protest, as well as the arguments made by Rush Marine's legal counsel at the Bid Protest Review Committee meeting, focused on the Form of Agreement. According to Rush Marine, the failure to submit the Form of Agreement was a material omission because the Form addressed multiple protections for the City, including the scope of work, liability insurance requirements, attorney's fees provisions, federally-required procurement clauses, and a project completion date well in advance of the City's Fourth of July celebration. The Formal Bid Protest and arguments of legal counsel were that, upon award of the contract to Canaveral Construction, the contract that was created did not include the above-referenced clauses, which jeopardized the City' FEMA funding for the project. It was also argued that the failure to submit a Performance and Payment Bond resulted in the loss of guarantees protecting the City against defective, incomplete, delayed or substandard work and materials and loss of completion deadlines.

12. On December 20, 2019, a Corrected copy of the Notification of Award and Form of Agreement was received by the City and signed by David Nash, President.

Conclusions of Law

13. The City's Bid Protest Policy is found in the Financial Operations Manual (FOM), revised August 2015, Section 15 para 15.2(A)13. The Bid Protest Policy establishes the procedure to review the protest. The City Manager and Assistant City Manager, as Acting City Manager, appointed the review committee members. The FOM provides that the Bid Protest Review Committee must formulate a final administrative response to a Formal Written Protest within 10 days after filing of such Formal Written Protest.

14. The FOM provides that the burden is on the Protestant to demonstrate by clear and convincing evidence that the Bid was procedurally or substantially flawed, arbitrary, fraudulent, unreasonable and capricious, dishonest, corrupt, or illegal. For all procurement decisions, a City acts improperly if the protested decision is contrary to the City's governing statutes, rules, or policies, or to the solicitation specifications, and the protester can show that the decision rose to the level of being clearly erroneous, contrary to competition, arbitrary, or capricious. The Invitation to Bid stated in multiple places that the City could waive any minor irregularities or technicalities. Accordingly, the Bid Protest Review Committee was required to determine

whether the three omissions from Canaveral Construction Company's bid response – the Instructions to Bidders pp. 12-16, the Form of Agreement, and the Performance and Payment Bond – were minor irregularities that can be waived.

15. Material variances are those that give one bidder a substantial advantage over other bidders and restrict competition. Nonmaterial variances are those that do not affect price, give one bidder an advantage or benefit not enjoyed by other bidders, or adversely affect the interests of the agency. *Tropabest Foods, Inc. v. State, Dept. of General Services*, 493 So.2d 50 (Fla. 1st DCA 1986).

16. The Bid Protest Review Committee unanimously voted to deny the Formal Bid Protest filed by Rush Marine, LLC, and concluded that each of the omissions from Canaveral Construction Company's bid response were immaterial omissions for the following reasons:

(a) *Instructions to Bidders.* The Bid Protest Review Committee concluded that the only portion of the Instructions to Bidders section (pages 12-17) requiring a signature or acknowledgement was page 17, which was to be submitted only where a local preference was sought for Brevard County, Florida contractors. Both Canaveral Construction Company and Rush Marine submitted a signed page 17 with their bid responses. Therefore, failure to submit pages 12 through 16, which required no signature or acknowledgement, was a minor irregularity.

(b) *Form of Agreement.* The Bid Protest Review Committee discussed with legal counsel representing the Committee that the protections contained in the Form of Agreement that was not signed by Canaveral Construction Company were not lost and would have been included in the contract created at the time of award. Canaveral Construction Company's bid response was to the Invitation to Bid, which specifically required responders to certify that they had reviewed and would comply with the contract documents and form of agreement. Therefore, any contract formed at the time of award would have included the federally-required contract clauses necessary to receive FEMA funding, the time for completion, and other protections. In addition, the Bid Protest Committee noted that the Form of Agreement could not be completed until after the award of the contract, where certain variables or unknowns exist, such as the date for beginning performance that is subject to change, etc.

(c) *Performance and Payment Bond.* The Bid Protest Review Committee discussed with legal counsel representing the Committee that the protections against incomplete, delayed or substandard work afforded by a Performance and Payment Bond were no more provided by the Rush Marine bid response than the Canaveral Construction Company bid response. Rush Marine's bid response contained a Performance and Payment Bond form that was signed by Rush Marine's President, but not a surety. Therefore, the assurance of a third party to step in and complete unfinished or substandard work was not afforded by either Canaveral Construction or Rush Marine. The Bid Protest Review Committee also noted that it would not be possible to submit a complete Performance and Payment Bond form at time of bid submittal.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED/RECOMMENDED:

1. The City of Cocoa's Final Administrative Response to Rush Marine, LLC's Formal Bid Protest is denial of such Protest; and

2. The FOM provides that the Protestant shall have the opportunity to request to address the Review Committee. At this meeting, the Review Committee, Protestant and Awardee shall review the protest, evaluate its facts and merits and, if possible, reach a resolution acceptable to both parties or afford the protestant an opportunity to withdraw the protest. If the dispute cannot be resolved by mutual agreement, the Review Committee must forward the protest to the City Council with their recommendation for final resolution.

3. **The Protestant shall have 10 days, excluding weekends and legal holidays, from the date of this Final Administrative Response to request a further opportunity to address the Bid Protest Review Committee. However, recognizing that all parties were afforded 10 minutes to speak at the Bid Protest Review Committee meeting on January 6, 2020, and that the Protestant may not feel it necessary to further address the Review Committee, the Protestant may alternatively request within the same time period that this Final Administrative Response be immediately forwarded as a recommendation to the City Council for its review.**

DONE AND ORDERED at Cocoa, Florida, this 7th day of January, 2020.

BID PROTEST REVIEW COMMITTEE
CITY OF COCOA, FLORIDA

Sherry Alexander, Accounting Manager, Chairwoman

APPROVED BY:

John Titkanich, City Manager

Copies furnished to:
Abigail Morgan, Public Works Assistant City Engineer, Member of Bid Protest Review Committee;
Katie Ennis, Deputy Utilities Director, Member of Bid Protest Review Committee;
Matthew Fuhrer, Assistant City Manager

WIDERMAN MALEK
ATTORNEYS AT LAW

PLEASE REPLY TO:
MELBOURNE OFFICE
1990 W. NEW HAVEN AVE.
SECOND FLOOR
MELBOURNE, FL 32904
321.255.2332

December 19, 2019

City of Cocoa: Purchasing Division
Attn: Heath Hancher, Procurement Manager
65 Stone Street,
Cocoa, Fl 32922
hhancer@cocoafl.org

Formal Protest re: Bid No. B-20-08-COC Award

The affected Protestor, RUSH Marine, LLC, 6285 Riverfront Center Blvd, Titusville, FL 32780 ("Protestor" or "RUSH"), by and through the undersigned counsel, hereby files its formal protest within 10 days of its Notice of Intent to Protest dated December 16, 2019. This formal protest relates to the contract award of Bid No. B-20-08-COC to Canaveral Construction Co. ("CCC") entitled "Cocoa Riverfront Park Promenade Improvements" (the Project) at a December 11, 2019 City Council Meeting.

Facts Upon Which Protest is Based

On, or about, November 1, 2019, the City of Cocoa ("City") issued Intent to Bid No. B-20-08-COC for Cocoa Riverfront Park Promenade Improvements ("ITB") which is attached hereto as Exhibit A. The ITB in section 00299-Check list for sealed bids included the requirement that "[e]ach bid submitted shall include all Sections listed (in order)."[1] The check list included all of the items on the bid tabulation sheet ("BTS"), which is attached hereto as Exhibit B. According to the ITB, City will "award the Agreement to the lowest

[1] ITB 12.

most responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City."[2]

The BTS shows that there were 6 bidders. CCC had a bid of $952,909 bid. However, the BTS shows[3] that CCC's bid was nonresponsive since it did not include the Instruction to Bidders, the Form of the Agreement or the Performance and Payment Bond. RUSH had a bid of $989,618, and by submitting all the required items, was the lowest most responsible and responsive bid. RUSH's bid is included here as Exhibit C.

The required Form of the Agreement, which CCC did not submit as part of its bid response, addressed multiple protections for City to include terms that included the scope of work, liability insurance requirements, attorney's fees provisions, federally required procurement clauses and a project completion date well in advance of the City's Fourth of July celebration.[4]

The bids were opened December 5, 2019 and on December 11, 2019 City Council awarded the bid to CCC.

Argument

I. CCC's bid was materially unresponsive in violation of Fla. Stat. § 255.20 and City Purchasing Policies

Fla. Stat. § 255.20(d)1, which governs here states that "the contract must be awarded to the lowest qualified and responsive bidder in accordance with the applicable county or municipal ordinance or district resolution and in accordance with the applicable

[2] ITB 15.
[3] The BTS marks items with either a Y or N. A "Y" indicates that the item was submitted; an "N" indicates that the item was not submitted.
[4] *See generally* ITB 41-60.

contract documents." In defining the term responsive bidder, courts have held that the definition of "responsive bid" found at § 255.248 (7) similar enough to provide a suitable definition for the term responsive bid used in § 255.20.[5] There, the term is defined as "a bid or proposal, or reply submitted by a responsive and responsible lessor (or bidder), which conforms in all material respects to the solicitation." Courts have held that a bid is responsive if it is submitted on the correct forms and contains all information required by the bidding entity.[6] Awarding a contract to someone other than the bidder with the lowest responsible and responsive bid would "unfairly circumvent the intent of the competitive bidding standards."[7]

City Purchasing Policy ("CPP") 12.1 D. holds that "Bid awards shall be made to the lowest and best (most responsive) bidder whose bid or proposal meets or is closest to the specifications, requirements or criteria set forth in the Invitation to Bid."[8] A Responsive Bidder is defined by CPP 16.1 as a "bidder who has submitted a bid that conforms to all material aspects of the requirements set forth in the ITB."[9]

Additionally, CPP defines Lowest and Best Bidder as a "bidder whose offer best responds in price, quality, fitness and capacity to the requirements of the ITB as specified by the City of Cocoa and as determined at the sole discretion of the City."[10] The ITB itself states "Each bid shall include all sections listed in … checklist.[11] This "shall" wording does

[5] *American Engineering and Development Corp. v. Town of Highland Beach*, 20 So. 3d 1000, 1000-01 (Fla. 4th DCA 2009).
[6] *Intercontinental Properties, Inc. v. State Dept. of Health and Rehabilitative Services*, 606 So. 2d 380 (Fla 3rd DCA 1992).
[7] *City of Sweetwater v. Solo Const. Corp*., 823 So. 2d 798, 803 (Fla. 3rd DCA 2002)
[8] CPP 82.
[9] CPP 114.
[10] CPP 114.
[11] ITB 12.

not give any discretion to City to make any deviations from this requirement. Furthermore, when read together with the terms that allow City to "waive any minor irregularity or technicality in bids received",[12] CCC's oversight of failing to include three of the required documents does not amount to a minor deficiency, irregularity or technicality. It is a material and substantive issue with the bid. The bids must be compared together on the same basis. If work is bid out, but there are different standards for the bidders, then the modification could favor the bidder who received the modification.[13] Here, CCC's bid is cannot be compared on the same basis as other bids that did submit all required documents. Comparing the bid amounts are, therefore, not comparing apples to apples but comparing apples to oranges.

The case law is clear that failing to include the three required documents in CCC's bid was not a "minor irregularity or technicality."[14] In one case, a court has held that failure to acknowledge receipt of addenda was a minor irregularity or technicality that the governmental entity could waive.[15] In another case, the Florida Supreme Court has stated that in order for a governmental entity to waive minor irregularities or technicalities, the bidder must substantially comply with the Invitation to Bid.[16] In one case, it was held that a bid was not responsive where the bidder did not meet the bid specifications by failing to list projects performed for municipalities or projects on which it was the prime contractor

[12] ITB 10.
[13] *Harry Pepper & Associates, Inc. v. City of Cape Coral,* 352 So. 2d 1190 (Fla 2nd DCA 1977).
[14] ITB 10 ("As the best interest of the City of Cocoa may require, the right is reserved to … waive any minor irregularity or technicality in bids received.
[15] *Charlotte County v. Grant Med. Transp., Inc.*, 68 So. 3d 920, 923 (Fla. 2d DCA 2011)
[16] *Liberty County v. Baxter's Asphalt & Concrete, Inc.,*421 So.2d 505, 507 (Fla.1982)

as was required by the bidding specifications.[17] These cases do not support City's waiver of CCC's three shortcomings as a "minor irregularity or technicality."

Here, CCC's bid was unresponsive and City cannot award CCC the contract. CCC's bid package did not contain the Instruction to Bidders, Form of Agreement, nor the Performance and Payment Bond. Florida Statutes, case law and City Policy are clear that these procurement rules must be followed and that decisions cannot be made arbitrarily to circumvent or waive the rules. Furthermore, CCC did not substantially comply with the ITB. By not including three important and material documents in their solicitation, CCC's bid was nonconforming to the mandatory requirements requests set forth in the ITB. CCC's failure to include the three required documents is no minor irregularity given the nature of the missing documents.

II. CCC's bid was not in the best interest of the City as required by City Purchasing Policies

City Purchasing Policies require that the winning bid be in the best interest of the City.[18] The Form of Agreement contained numerous clauses that were clearly intended to protect the City's best interests. However, CCC did not submit the Form of Agreement with their bid. Florida Courts are clear that the submitting of a bid is the submitting of an offer and that the act of acceptance by the governmental unit is the action that creates a valid contract.[19] Another court has held that acceptance of a bid results in a contract even

[17] 20 So. 3d at 1001.
[18] CPP 82.
[19] *Wood-Hopkins Contracting Co. v. Roger J. Au & Son, Inc*., 354 So. 2d 446 (Fla. 1st DCA 1978); *see also* § 6:1 Formation of a Contract, 8 FLA. PRAC., CONSTR. LAW MANUAL § 6.1 (2019-2020 ed.).

though a formal contract has not been executed.[20] Thus, without the Form of Agreement, CCC has a valid contract with City but, because the Form of Agreement was not submitted as part of the CCC bid, the CCC bid accepted by the City as the contract does not contain any of the terms that were meant to protect the interests of the City. Three of those provisions are critical to the viability of the contract with potentially serious consequences for the City:

1. Potential loss of FEMA funding: Because five pages of required federal clauses were in the Form of Agreement that was not included in the CCC submittal accepted by the City, the accepted bid creating the contract between CCC and the City does not contain the notice that required flow down clauses have been provided and any noncompliance could result in the loss of FEMA grant funds being used to fund a substantial portion of this project or, worse, the requirement to pay FEMA back if a subsequent FEMA audit showed noncompliance due to the failure to include the mandated federal contract clauses in the contract. Awarding a contract that could place City in the position of having to fully fund this project itself rather than through grant funds is not in the best interests of City.
2. Loss of Performance Bond Guarantees: Because the performance bond was omitted from CCC's bid package, the bond protecting the City against defective, incomplete, delayed or substandard work or materials is also not part of the CCC contract with the City.

[20] *Dedmond v. Escambia County*, 244 So.2d 758 (Fla. 1st DCA 1971).

3. Loss of Completion Time Conditions: The Form of Agreement sets forth specific completion dates that are not included in the CCC bid accepted by the City Council.

The significance of the three consequences pointed out above is amplified by the bid bond which only requires the winning bidder to enter into a written contract with the City in accordance with the Bid as accepted.

Additionally, the Form of Agreement omitted from the CCC bid sets forth the specific documents that are to be included in the contract between the City and CCC, including the Agreement and Performance/Payment Bond, as well as other documents listed in section 16.5 of the Project Manual provisions for the Project:

> "The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated."[21]

Because CCC's Form of Agreement and Performance Bond was not submitted with their proposal, any contract resulting from CCC's bid will not include the scope of work, liability insurance, the City's sovereign immunity protections, public records agreement, completion date conditions, guarantees of workmanship and materials and a multitude of other contract terms specified in the documents included in the Project contract under section 16.5 of the Form of Agreement omitted in CCC bid, all of which the City required to be included in the Project contract.

Moreover, Section 16.5 in the Form of Agreement omitted from the CCC bid, set priorities for resolving inconsistencies in the documents comprising the contract. The

[21] Section 16.5, "Contract Documents." Cocoa Riverfront Promenade Improvements. (Project Manual)

Agreement, exhibits and addenda have the first priority in resolving inconsistencies and the Contractor's Bid Proposal has the lowest consistency resolution priority of the documents listed in that section. Yet the City-accepted CCC bid proposal, as matters stand, is legally the entire contract. Therefore, any claim that the omission of the Form of Agreement is not material, is incredulous.

In contrast to CCC's bid, RUSH's bid contained the Form of Agreement executed by Anthony Landry on behalf of RUSH and made reference in a note that the "Performance and Payment Bond will be provided upon award" on the executed Performance and Payment Bond form, which is standard in the construction industry since surety companies will not issue a construction performance bond until the contract amount has been established in a written contract with a local government, which becomes part of the performance bond.

The City's acceptance of a CCC bid that failed to include the Form of Agreement; that failed to include at least a written agreement to provide the required performance bond as part of its bid; and the failure to include the Instructions to Bidders in the bid, all of which were required by the mandatory "shall" verbiage in the Project Manual, were material and unresponsive omissions that should have resulted in the award of the Project to lowest responsive bidder, which was RUSH because the acceptance of CCC's bid was a violation of state law.

Remedy Being Sought

As a remedy, RUSH asks the City to declare CCC's bid ineligible, null and void and granting the award to the lowest, responsive and responsible bidder, which is RUSH.

RUSH believes that, should the contract be awarded to them, they will be able to complete the job by the completion date specified in the Contract documents. Additionally, RUSH waives attorney's fees and costs pursuant to § 255.20 (4).

Submitted by

WIDERMAN MALEK, PL



Scott L. Knox., Esquire
W. Nathan Meloon
Scott L. Knox
Widerman Malek, P.L.
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Submitted via E-Mail, Fax, and Hand Delivery

Project Manual

Purchasing Division

COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS

BID NO. B-20-08-COC

November 1st, 2019

Table of Contents

1. Invitation to Bid 7
1.1. Bid Terms & Explanation 9
2. (Public Ad) City of Cocoa Invitation to Bid 11
2.1. Instructions to Bidders 12
2.1.1. Submission of Proposals 12
2.1.1. Delivery of Proposals 12
2.1.2. Submittal Requirements 12
2.1.3. Questions, Discrepancies or Omissions 13
2.1.4. Right to Reject 13
2.1.5. Correction or Withdrawal of Bids 13
2.1.6. Americans with Disabilities Act 13
2.1.7. Florida Prompt Payment Act 13
2.1.8. Period of Offer Validity 14
2.1.9. Alternatives / Substitutions or Clarification to Specifications 14
2.1.10. Bid Tabulation 14
2.1.11. Patents and Copyrights 14
2.1.12. Termination for Default 14
2.1.13. Familiarity with the work 15
2.1.14. Cooperative Purchase 15
2.1.15. Evaluation of Bid Award 15
2.1.16. Agreement Alternations 15
2.1.17. Quantities 15
2.1.18. Terms 16
2.1.19. Local Vendor Preference 16
2.1.20. Amend Proposal Bid 16
2.1.21. Public Records 16
2.1.22. Local Vendor Preference Affidavit 17
3. Scrutinized Company Certification 18
3.1. Florida Statutes, Sections 287.135 and 215.473 18
4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions) 20
4.1. Instructions for Certification (A) 20

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions) 21
5.1. Instructions for Certification (B) 22
6. Bidders Certification 24
7. Checklist for Sealed Bid 25
7.1. Preparation of Bids 25
7.2. Bid Check List 25
8. Bid Acknowledgement Form 27
9. Exceptions, Deviations or Clarifications to Specifications 30
10. Business References 31
11. Statement of Bidder's Qualifications 32
11.1. Listing of Subcontractors 35
12. Bid Bond 36
13. Non-Collusion Affidavit of Bidder 37
14. Drug Free Workplace Certification 38
15. Conflict of Interest Statement 39
16. Form of Agreement 41
16.1. Scope of Work – Article I 41
16.2. Commencement and Completion of Work - Article II 41
16.3. The Contract Sum - Article III 41
16.4. Progress Payments – Article VI 42
16.5. The Contract Documents – Article V 43
16.6. Liability Insurance – Article VI 44
16.7. Performance / Payment Bond – Article VII 46
16.8. Acceptance and Final Payment – Article VIII 46
16.9. Attorney Fees and Costs – Article IX 46
16.10. Fully Negotiated Agreement – Article X 47
16.11. Severability – Article XI 47
16.12. Venue and Governing Law – Article XII 47
16.13. Modification and Entire Agreement – Article XIII 47
16.14. Notices – Article XIV 47
16.15. Binding Effect – Article XV 47
16.16. Waiver – Article XVI 48
16.17. Independent Contractor – Article XVII 48
16.18. Change Orders – Article XVIII 48

16.19. Sovereign Immunity – Article XVIX 48
16.20. Default by Contractor – Article XX 48
16.20.1. Right to Revoke / Terminate 48
16.21. Termination – Article XXI 49
16.22. Indemnification – Article XXII 49
16.23. Corporate Representations by Contractor – Article XXIII 50
16.24. No Joint Venture – Article XXIV 50
16.25. Third Party Right – Article XXV 50
16.26. Assignment – Article XXVI 50
16.27. Designation of Project Manager - Article XXVII 51
16.28. Progress Meeting – Article XXVIII 51
16.29. Responsibilities of Contractor – Article XXIX 52
16.30. Prohibition Against Contingent Fees – Article XXX 52
16.31. Public Records – Article XXXI 53
16.32 Force Majeure – Article XXXII 53
16.33. FDOT Conflict of Interest Provisions – Article XXXIII **(NOT APPLICABLE)** 54
16.34. Inspector General - Article XXXIV 54
16.35. Federally Required Contract Clauses – Article XXXV 55
17. Corporate Principal Certificate 0
18. Performance and Payment Bond 1
19. Certificate of Liability Insurance 4
20. Affidavit Regarding Workmen's Compensation 5
21. Certificate of Insurance for Workmen's Compensation 6
22. Section 1K – Florida Trench Safety Act 7
(Certification and Discharge Statement Mandatory) 7
23. Davis-Bacon Act 8
24. Receipt and Release Liens 8
25. Consent of Surety for Final Payment 11
26. General Conditions 12
26.1. Article 1. DEFINITIONS 13
26.2. Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS 13
26.3. Article 3. DETAIL DRAWINGS AND INSTRUCTIONS 14
26.4. Article 4. COPIES OF DRAWINGS FURNISHED 14
26.5. Article 5. ORDER OF COMPLETION 14

26.6. Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK 14
26.7. Article 7. OWNERSHIP OF DRAWINGS 14
26.8. Article 8. CONTRACTOR'S UNDERSTANDING 15
26.9. Article 9. MATERIALS, APPLIANCES, EMPLOYEES 15
26.10. Article 10. ROYALTIES AND PATENTS 15
26.11. Article 11. SURVEYS, PERMITS, AND REGULATIONS 15
26.12. Article 12. PREOTECTION OF WORK AND PROPERTY 16
26.13. Article 13. INSPECTION OF WORK 16
26.14. Article 14. SUPERINTENDENT: SUPERVISION 16
26.15. Article 15. CHANGES IN THE WORK 17
26.16. Article 16. CLAIMS FOR EXTRA COST 17
26.17. Article 17. DEDUCTIONS FOR UNCORRECTED WORK 17
26.18. Article 18. DELAYS AND EXTENSIONS OF TIME 17
26.19. Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS 18
26.20. Article 20. SUSPENSION OF WORK 18
26.21. Article 21. THE CITY'S RIGHT TO REASSIGN WORK 18
26.22. Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT 18
26.23. Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT 19
26.24. Article 24. REMOVAL OF EQUIPMENT 19
26.25. Article 25. USE OF COMPLETED PORTIONS 20
26.26. Article 26. PAYMENTS WITHHELD 20
26.27. Article 27. SAFETY AND PROTECTION 20
26.28. Article 28. GUARANTY BONDS 20
26.29. Article 29. DAMAGES 21
26.30. Article 30. LIENS 21
26.31. Article 31. ASSIGNMENT 21
26.32. Article 32. PRECONSTRUCTION CONFERENCE 21
26.33. Article 33. SUBCONTRACTS 23
26.34. Article 34. POINTS AND INSTRUCTIONS 23
26.35. Article 35. PROJECT MANAGER'S STATUS 23
26.36. Article 36. PROJECT MANAGER'S DECISIONS 23
26.37. Article 37. ONE YEAR CORRECTION PERIOD 23
26.38. Article 38. LANDS FOR WORK 24
26.39. Article 39. CLEANING UP 24

26.40. Article 40. AMENDED PROPOSAL/BID 24
27. No Bid Response to Invitation to Bid 25
END OF BID PACKAGE 26

1. Invitation to Bid

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833	INVITATION TO BID Bidder Acknowledgement FORM NO. 00019		
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: November 1, 2019	BID TITLE: **Cocoa Riverfront Park Promenade Improvements**	BID NUMBER: B-20-08-COC

BID SUBMITTAL DATE AND TIME: **December 2, 2019 at 3:00 p.m.**	BID OPENING TIME AND LOCATION: 3:30 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	Bids Received After Submittal Date and Time Will Not Be Accepted.

PRE BID LOCATION: Purchasing 3rd Floor Conference Room at City Hall, 65 Stone Street, Cocoa, FL 32922	TIME 10 am	DATE: November 15, 2019

BIDDER NAME:		
MAILING ADDRESS:		
CITY-STATE-ZIP:		
EMAIL ADDRESS:	TELEPHONE NO:	
	FAX NO:	
AUTHORIZED SIGNATURE (MANUAL):		TITLE:
TYPED/PRINTED NAME:		DATE:

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
□ Not enough bid response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bids to Municipalities □ Other: (please explain)	□ Received invitation by direct mail □ Viewed bid posting on Internet home page □ Read legal ad in newspaper □ Viewed through bid reporting service □ Other: (please explain)

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

1.1. Bid Terms & Explanation

a. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on th e outside in the left-hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

b. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

c. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

d. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left-hand corner bid/proposal tabulation response.

e. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

f. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. **Question cut-off date is November 22, 2019 at 5:00pm.**

g. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

h. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

i. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

j. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

k. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

l. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

m. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

n. If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To ensure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

o. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of

any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

p. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

q. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

r. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

s. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

t. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

u. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

v. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

w. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

x. All City of Cocoa permit fees are waived; vendor will be responsible for all State and County permit and impact fees.

y. DEFINITIONS:

I. BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

II. VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal.

2. (Public Ad) City of Cocoa Invitation to Bid

Sealed bids will be accepted at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, December 2, 2019** and will be publicly opened and read aloud at 3:30pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

Cocoa Riverfront Park Promenade Improvements

BID # B-20-08-COC
Documents available on DemandStar

1 November 2019

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid forms, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bids concerning this solicitation.

A mandatory Pre-Bid Conference will be held on November 15, 2019 at 10:00am on the 3rd Floor Conference Room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida. A site visit will immediately follow the Pre-Bid Conference.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City. One or more of the City Council members may be present at the bid opening.

Publish in The Florida Today Public Newspaper on:

October 31st, 2019

2.1. Instructions to Bidders

2.1.1. Submission of Proposals

Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials, transportation, labor, equipment and performing all operations required for the completion of the work herein specified and instructed within the contract documents.

2.1.1. Delivery of Proposals

The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID # B-20-08-COC, Cocoa Riverfront Park Promenade Improvements** will be received until 3:00pm, **December 2, 2019** and addressed to **"Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922".** Bids will be opened at 3:30 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

A mandatory pre-bid conference is / is not required or scheduled on November 15, 2019 in the 3rd Floor conference room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

2.1.2. Submittal Requirements

Bidders shall submit their proposal in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive or CD furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

2.1.3. Questions, Discrepancies or Omissions

In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical or questions or questions about how to submit your bid, please contact Heath Hancher at (321) 433-8833 or email at hhancher@cocoafl.org.

2.1.4. Right to Reject

The City reserves the right to accept or reject any or all bids and may waive any informality in any proposal. Award of bid shall be made to the bidder that best serves the interest of the City of Cocoa, Florida.

2.1.5. Correction or Withdrawal of Bids

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

2.1.6. Americans with Disabilities Act

Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division at 65 Stone St., Cocoa, Florida 32922, office: (321) 433-8833, no later than seven (7) business days prior to the date on which the accommodation is required.

2.1.7. Florida Prompt Payment Act

As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or

party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

2.1.8. Period of Offer Validity

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.1.9. Alternatives / Substitutions or Clarification to Specifications

Any alternatives or substitutions are not permitted. Two (2) Bid Alternates are included on the Bid Form and the alternate work may be included in the awarded Contract at the sole discretion of the City. This section is also used to clarify anything that pertains to this Bid Package.

2.1.10. Bid Tabulation

Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at www.DemandStar.com under the documents section of the detail's menu for this bid.

2.1.11. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

2.1.12. Termination for Default

a. The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
b. The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
c. Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

d. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2.1.13. Familiarity with the work

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

2.1.14. Cooperative Purchase

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract in accordance with FS 287-042 (16) 2019.

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

2.1.15. Evaluation of Bid Award

The City reserves the right to award the Agreement to the lowest most responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

2.1.16. Agreement Alternations

No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by an authorized City official.

2.1.17. Quantities

The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The item quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

2.1.18. Terms

a. The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

b. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

c. All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

d. The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement. All City of Cocoa fees will be waived.

e. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

f. All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

2.1.19. Local Vendor Preference

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A five percent (5%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

2.1.20. Amend Proposal Bid

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

2.1.21. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, please contact the custodian of public records at main: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

2.1.22. Local Vendor Preference Affidavit

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

REQUESTS FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECEIPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

This program applies to Brevard County, Florida vendors / contractors only.

DO NOT COMPLETE THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____
Signature

3. Scrutinized Company Certification

3.1. Florida Statutes, Sections 287.135 and 215.473

This certification is required pursuant to Florida Statutes, Sections 287.135 and 215.473 As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    I. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
    II. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) _____

(Name of Vendor) _____

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

This certification form must be completed and included within bid response. Failure to submit this form as instructed shall render bid submittal non-responsive.

4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

4.1. Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant

f.

g. agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

h. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.1. Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

6. Bidders Certification

a. I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
b. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids;
c. I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa;
d. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid;
e. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

7. Checklist for Sealed Bid

7.1. Preparation of Bids

a. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
c. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
d. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
e. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
f. The official clock to be used for submitting any bid documents is located at the City Hall's lobby. Submittal time for this bid expires at **3:00 p.m**. on the date stated in these documents.

7.2. Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert		Description
Yes □		Bid envelope prepared as specified
Yes □		It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes □		Submitted in Duplicate as requested one (1) Original and (1) Copy
	Yes □	Section 1.0 Invitation to Bidders (Form 0019)
	Yes □	Section 2.1 Instructions to Bidders
	Yes □	Section 3.0 Scrutinized Company Certification
	Yes □	Section 4.0 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
	Yes □	Section 5.0 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
	Yes □	Section 6.0 Bidder's Certification
	Yes □	Section 7.0 Bid Form/Schedule of Unit Pricing
	Yes □	Section 8.0 Exceptions to Specifications
	Yes □	Section 9.0 Business References
	Yes □	Section 10.0 Statement of Bidders Qualifications

	Yes □	Section 11.0 Listing of Subcontractors
	Yes □	Section 12.0 Bid Bond
	Yes □	Section 13.0 Non-Collusion Affidavit
	Yes □	Section 14.0 Drug free workplace certification signed
	Yes □	Section 15.0 Conflict of Interest Statement
	Yes □	Section 16.0 Form of Agreement
	Yes □	Section 17.0 Corporate Principal Certificate
	Yes □	Section 18.0 Performance and Payment Bond
	Yes □	Section 19.0 Certificate of Liability
	Yes □	Section 27.0 No Bid Response to Invitation to Bid

8. Bid Acknowledgement Form

Proposal of _____
(Name)

_____
(Address)

To furnish all materials, service, equipment, and labor required, for **Cocoa Riverfront Park Promenade Improvements** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

= TOTAL BASE BID	$

_____Dollars
(Grand Total Written in words)

Bidder Agreement & Public Notary

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in thirty (30) days with completion in thirty-five (35) days from notice to proceed.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 027 General Conditions)

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 nine hundred and sixty-four dollars ($964.00) per calendar day.

(Authorized Signature)	Name of Business	Phone & Fax Number
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires

BID FORM

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

See Specification Section 01200 for additional information on each bid item.

Item Number	Item Description	Unit	Quantity	Unit Price	Total Price
1*	Mobilization/Demobilization, Insurance, Bonds*	LS	1	$	$
2	Level "A" Subsurface Utility Investigations	LS	1	$	$
3	Erosion and Sediment Control	LS	1	$	$
4	Demolition	LS	1	$	$
5	Electrical and Lighting	LS	1	$	$
6	Reinforced Concrete Wall and Piers	LS	1	$	$
7	Reinforced Concrete Overlooks	LS	1	$	$
8	Construct Utilities	LS	1	$	$
9	Landscape curb	LS	1	$	$
10	Landscaping & Irrigation	LS	1	$	$
11	Lighted Sign	LS	1	$	$
12	Survey and AutoCAD Format Record Drawings Provided by the Contractor	LS	1	$	$
13	Allowance	LS	1	$	$
			Total Base Bid Amount		
14	Additive Bid Alternate 1 – Alternate Landscaping	LS	1	$	$
15	Deductive Bid Alternate 2 – Use of Precast Overlook Elements	LS	1	$	$

*NOTE: Bid Item Number 1 cannot be more than 7% of the Total Base Bid Price.

Failure to complete the above will result in the bid being declared non-responsive.

9. Exceptions, Deviations or Clarifications to Specifications

Print or in legible hand writing detailed information below:

10. Business References

Bidder shall submit as a part of the bid package, three (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 2

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 3

Business Name	
Address	
Telephone Number	
Contact Person	

Optional Reference

Business Name	
Address	
Telephone Number	
Contact Person	

11. Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

a. Name of Bidder: _____

b. Permanent main office address: _____

c. When organized (Month/Year): _____

d. If a corporation, where incorporate (State): _____

e. How many years has business been engaged in the contracting business under your present firm or doing business as (DBA): _____

f. Past Performance (List past contracts of similar value and work previously awarded) :

Contract Name	**Contract No.**	**Customer**	**Value**	**Pop (Period of Performance)**	**Completion Date or On-Going**

g. General scope of services company provides:

h. Has business ever failed to complete any work awarded? Yes ☐ No ☐
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☐
If yes, please specify cause:

j. List major equipment as it pertains to performing on this contract:
(Specify if equipment is owned, leased, subleased or third-party provided.)

k. Provide an example of construction work similar in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

l. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience

m. Credit available: $ _____

n. Give bank reference: _____

o. Is business able to provide a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

11.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
Full name and address or legal title of contractor
_____ as Principal, and _____
Full name and address or legal title of Surety _____ of the City of COCOA
State of FLORIDA , a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of
_____ Dollars ($_____)
Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **Bid No. B-20-08-COC**, for the performance of:

The Riverfront Promenade Overlook

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2_____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal) (Seal)

_____

(Witness)

_____

(Title)

_____

(Address)

_____

(Surety) (Seal)

_____

(Witness)

_____

(Title)

_____

(Address)

13. Non-Collusion Affidavit of Bidder

State of Florida

County of _____ , being first duly sworn, deposes and says that:

He / She is _____ of _____, the Bidder that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public

Print Name:_____

My Commission expires:

Personally Known
Or
Produced Identification

14. Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

(Company)

_____

(Signature & Title)

15. Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office in
_____ and principal office in _____.
City and State City and State

The above-named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa

Cocoa Riverfront Park Promenade Improvements

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

(Authorized Signature)	Name of Business	Phone & Fax Number
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

16. Form of Agreement

This Agreement made and entered into on the _____ day of _____, 20____ by and between _____ _____ , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of _____, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

16.1. Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents. A detailed Project Schedule is provided in Appendix A and Technical Specifications Package is provided in Appendix B as the base point of reference for this project requirement.

16.2. Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 135 days and totally complete all work in its entirety within 155 days of Notice to Proceed or Purchase Order.
The City anticipates issuing the Notice to Proceed by January 6, 2020. The work must be substantially complete by June 1, 2020 and totally complete in its entirety by June 20, 2020. The City holds a major event in the park on July 4th weekend and all work shall be complete and the area cleaned to allow preparation for that event.
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.
All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

16.3. The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ $_____
(Written in Words) (In Figures)

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

16.4. Progress Payments – Article VI

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. 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. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

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

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

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

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

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

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

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

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

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

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

16.5. The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in

any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor's Bid Submittal

g. [OTHER]

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

16.6. Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

16.7. Performance / Payment Bond – Article VII

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

16.8. Acceptance and Final Payment – Article VIII

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

16.9. Attorney Fees and Costs – Article IX

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to

recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

16.10. Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

16.11. Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

16.12. Venue and Governing Law – Article XII

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

16.13. Modification and Entire Agreement – Article XIII

This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

16.14. Notices – Article XIV

Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

16.15. Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

16.16. Waiver – Article XVI

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

16.17. Independent Contractor – Article XVII

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

16.18. Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

16.19. Sovereign Immunity – Article XVIX

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. Contractor 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.

16.20. Default by Contractor – Article XX

16.20.1. Right to Revoke / Terminate

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

16.21. Termination – Article XXI

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

16.22. Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits

and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

This indemnification shall survive the termination of this Agreement.

16.23. Corporate Representations by Contractor – Article XXIII

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

16.24. No Joint Venture – Article XXIV

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

16.25. Third Party Right – Article XXV

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

16.26. Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

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

16.27. Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

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

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

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

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

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

16.28. Progress Meeting – Article XXVIII

City’s Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City’s Project Manager.

16.29. Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

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

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

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

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

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

16.30. Prohibition Against Contingent Fees – Article XXX

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16.31. Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16.32 Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

16.33. FDOT Conflict of Interest Provisions – Article XXXIII **(NOT APPLICABLE)**

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

A. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.
C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

F. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

16.34. Inspector General - Article XXXIV

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate

with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

16.35. Federally Required Contract Clauses – Article XXXV

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B**.** *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. *Access to Records*

The following access to records requirements applies to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. *Compliance with the Davis-Bacon Act*

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. *Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR
Signed and sealed by the Contractor in the presence of:

BY:_____
(Contractor)
ATTEST:_____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY_____
(City Manager)
ATTEST_____

17. Corporate Principal Certificate

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____

Signature Title

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

18. Performance and Payment Bond

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

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	**Cocoa Riverfront Park Promenade Improvements**
Project Address:	430 Delannoy St, Cocoa FL 32922
Legal Description:	**Parcel ID 24-36-33-06-*-11**
Bid Number:	B-20-08-COC

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

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

of $ _____, for payment of which we bind

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

CONDITIONS OF THIS BOND if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for Sidewalk Improvements as specified for the Dixon Blvd and Forrest Ave location as the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and

b. Promptly makes payments to all claimants, as defined in section 255.05 (1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and

c. Pays Owner all losses, damages, expenses, cost and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, and shall remedy any defects in the work due to faulty materials or workmanship or failure to properly maintain during the length of the Contract, and pay for all damage to other work, person, or property resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

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

CONTRACTOR AS PRINCIPAL
Company:

_____
(Corporate Seal)

Signature_____

Title_____

SURETY
Company:

_____
(Corporate Seal)
Signature_____

Title_____

APPROVED as to form and execution:

BY _____
Attorney to Board of
City Council Members
City of Cocoa, Florida

Any claims under this bond may
be addressed to:
(Name and Address of Surety):

_____

_____

_____

_____

Phone _____

Telephone Number
Name and Address of
agent or Representative
in Florida if Different from above

_____

_____

_____

_____

Phone _____

19. Certificate of Liability Insurance

Insert business' current liability insurance certificate.

20. Affidavit Regarding Workmen's Compensation

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

21. Certificate of Insurance for Workmen's Compensation

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workmen's Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

22. Section 1K – Florida Trench Safety Act

(Certification and Discharge Statement Mandatory)

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Item	Trench Safety Measure Description	Unit of Measure	Unit	Unit Cost	Extended Cost
A						
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

_____
Name of Firm

_____
Authorized Signature

Date: _____

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive**.**

23. Davis-Bacon Act

Bidder acknowledges that all work commenced with this contract will adhere to Appendix II, 2 CFR 200 Davis Bacon Act as amended (40 U.S.C. 3141-3148):

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

24. Receipt and Release Liens

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned _____ of _____ was heretofore, on _____, 2_____, award a Contract by _____ for the Contract Price of $_____ to furnish all the materials and labor in the construction of a project entitled: **The Riverfront Prominade Overlook.**

in accordance with the plans and specifications therefore, as prepared by City of Cocoa, and the undersigned has completed said work and fully complied with said Contact and has heretofore received the sum of $ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements.

Contractor

_____

Witnessed by

_____

by

_____

Title
State of:
County of:

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the _____ day of _____, A.D., 2 _____.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

25. Consent of Surety for Final Payment

Project Name _____

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract $_____

Amount of Contract _____
(In Words)

_____
_____ (Dollars)

In accordance with the provisions of the above-named contract between the Owner and the Contract, the following named surety:

_____
_____
_____
_____ on the Payment Bond the following named
Contractor:_____
_____
_____
_____ hereby approves of final payment to the contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

_____ day of _____ 20_____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix Corporate Seal)

_____
(Title)

26. General Conditions

Article	Title
1	Definitions
2	Execution, Correlation and Intent of Documents
3	Detail Drawings and Instructions
4	Copies of Drawings Furnished
5	Order of Completion
6	Drawings and Specifications on the Work
7	Ownership of Drawings
8	Contractor's Understanding
9	Materials, Appliances, Employees
10	Royalties and Patents
11	Survey's, Permits and Regulations
12	Protection of Work and Property
13	Inspection of Work
14	Superintendent: Supervision
15	Changes in Work
16	Claims for Extra Cost
17	Deductions for Uncorrected Work
18	Delays and Extensions of Time
19	Corrections of Work Before Final Payments
20	Suspension of Work
21	City's Right to Reassign Work
22	City's Right to Terminate Contract
23	Contractor's Right to Stop Work or Terminate Contract
24	Removal of Equipment
25	Use of Completed Portions
26	Payments Withheld
27	Contractor's Liability Insurance
28	Indemnity
29	Safety and Protection
30	Guaranty Bonds
31	Damages
32	Liens
33	Assignment
34	Preconstruction Conference
35	Subcontracts
36	Points and Instructions
37	Project Manager's Status
38	Project Manager's Decision
39	One Year Correction Period
40	Lands for Work
41	Clean Up

42	Amended Proposal / Bid

26.1. Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it 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.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

26.2. Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. 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 Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. INSTRUCTIONS TO BIDDERS
E. GENERAL CONDITIONS
F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

26.3. Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The 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.

26.4. Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

26.5. Article 5. ORDER OF COMPLETION

The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

26.6. Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

26.7. Article 7. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

26.8. Article 8. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself 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 this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

26.9. Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor 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 Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

26.10. Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

26.11. Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor 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 Contractor. All City of Cocoa fees will be waived.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

26.12. Article 12. PREOTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

26.13. Article 13. 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 his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

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

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

26.14. Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work 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 Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, 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 his 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 Contractor's risk. Neither party shall employ or hire any employees of the other party without his consent.

26.15. Article 15. 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. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum 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 Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

26.16. Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with 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 Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

26.17. Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

26.18. Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or

by any cause which the Project Manager may decide to justify the delay, then the time of completion may be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the 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 weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

26.19. Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor 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 Contractor. If the Contractor 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 Contractor.

26.20. Article 20. SUSPENSION OF WORK

The City may at any time suspend the work, or any part thereof by giving five (5) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

26.21. Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

26.22. Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due

or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due

or to become due to the Contractor, or if he should persistently or repeatedly refuse

or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials,

or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances,

or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right

or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient.

In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor.

If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

26.23. Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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 Contractor or if anyone employed by him, or if the 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 Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

26.24. Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his 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 Contractor, and the City shall have the right to store such equipment and

supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

26.25. Article 25. 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 Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

26.26. Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself 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 Contractor to make payment properly to subcontractors or for materials or labor.
d. The 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.

26.27. Article 27. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a. All employees on the Work 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 site.
c. Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa 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 their subcontractors with those same standards.

26.28. Article 28. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising

thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

26.29. Article 29. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable with 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.

26.30. Article 30. 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 Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor 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 Contractor shall have the right to receive the final payment due under the contract, the Contractor 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 Contractor before he 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 Contractor 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 City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

26.31. Article 31. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

26.32. Article 32. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held 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, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

26.33. Article 33. SUBCONTRACTS

The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

26.34. Article 34. POINTS AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the 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.

26.35. Article 35. PROJECT MANAGER'S STATUS

The 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 insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

26.36. Article 36. PROJECT MANAGER'S DECISIONS

The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

26.37. Article 37. ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of substantial completion 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 Contractor 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 site and replace it with no defective work.

If the Contractor 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 Contractor.

26.38. Article 38. LANDS FOR WORK

The City will provide access to the lands upon which the work under this contract is to be done.

26.39. Article 39. CLEANING UP

The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

26.40. Article 40. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

27. No Bid Response to Invitation to Bid

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-20-08-COC

Cocoa Riverfront Park Promenade Improvements

OPENING DATE**: December 2, 2019**
OPENING TIME**: 3:30 p.m.**

REASON FOR NOT BIDDING: _____

_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

END OF BID PACKAGE

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, December 5, 2019

BID NUMBER: B-20-08-COC Cocoa Riverfront Park Promenade Improvements

VENDOR	Invitation to Bid Pg.7	Instruction to Bidders Pg.12-17	Scrutinized Company Certification Pg.18-19	Certificate of Debarment & Suspension (Primary) Pg. 20-21	Certificate of Debarment & Suspension (Lower Tier) Pg. 22-23	Bidder's Certification Pg.24	BID ACKNOWLEDGEMENT FORM Pg.27 -28 Total Base Bid	Bid Form Pg.29 Unit Pricing	Exceptions Pg. 30	Business References Pg.31	Statement of Bidder's Qualifications Pg. 32-34	Listing of Sub Contractors Pg. 35	Bid Bond Pg.36	Non-Collusion Affidavit Pg.37	Drug Free Pg. 38	Conflict of Interest Statement Pg.39-40	Form of Agreement Pg.41-60	Corporate Principal Certificate Section-17 (1-Pg)	Performance and Payment Bond Section-18 (3-Pgs)	Certificate of Liability Insurance	No Bid Response Pg. 25
Florida Home & Dock Life, LLC 2460 N. Courtenay Pkwy. Ste-203 Merritt Island, FL 32953							DISQUALIFIED - NOT AT MANDATORY PRE-BID MEETING - NOT IN A SEALED ENVELOPE														
C&D Construction, Inc. 395 South Range Road Cocoa, FL 32926	Y	Y	Y	Y	Y	Y	$993,000.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Canaveral Construction Co. PO Box 799 Mims, FL 32754	Y	**N**	Y	Y	Y	Y	$952,909.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	**N**	Y	**N**	Y	
Welsh Construction, LLC 3845 W. Eau Gallie Blvd. Suite 101 Melbourne, FL 32934	Y	Y	Y	Y	Y	Y	$1,652,922.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Doug Wilson Enterprises, Inc. 6121 North Atlantic Ave. Suite 102 Cape Canaveral, FL 32920	Y	**N**	Y	Y	Y	Y	$1,185,685.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	**N**	Y	
Rush Marine LLC 6285 Riverfront Center Blvd. Titusville, FL 32780	Y	Y	Y	Y	Y	Y	$989,618.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

ORIGINAL

COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS PROJECT

BID# B-20-08-COC

December 5, 2019 at 3:00 PM

Presented By:

RUSH Marine, LLC
6285 RIVERFRONT CENTER BLVD.
TITUSVILLE, FL 32780
321-267-8100

TABLE OF CONTENTS

1. Invitation to Bidders

2. Instructions to Bidders
+ Tax Receipt for Local Vendor

3. Scrutinized Company Certification

4. Certification A and Certification B

5. Bidder's Certification

6. Bid Form & Schedule of Unit Pricing

7. Exceptions to Specifications

8. References

9. Statement of Bidders Qualifications
+ Past Project Sheets
+ Project Manager Resumes
+ Bank Reference

10. Listing of Subcontractors

11. Bid Bond

12. Non-Collusion Affidavit

13. Drug free workplace certification

14. Conflict of Interest Statement

15. Form of Agreement

16. Corporate Principle Statement

17. Performance and Payment Bond

18. Certificate of Insurance Liability

19. Affidavit Regarding Workman's Compensation

20. Certificate of Insurance for Workman's Compensation

21. Trench Safety Act Certification

22. No Bid Response to Invitation to Bid

1. Invitation to Bid

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833	INVITATION TO BID Bidder Acknowledgement FORM NO. 00019		
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: November 1, 2019	BID TITLE: **Cocoa Riverfront Park Promenade Improvements**	BID NUMBER: B-20-08-COC
BID SUBMITTAL DATE AND TIME: **December 2, 2019 at 3:00 p.m.**	BID OPENING TIME AND LOCATION: 3:30 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	Bids Received After Submittal Date and Time Will Not Be Accepted.

PRE BID LOCATION: Purchasing 3rd Floor Conference Room at City Hall, 65 Stone Street, Cocoa, FL 32922	TIME 10 am	DATE: November 15, 2019

BIDDER NAME:
RUSH Marine, LLC

MAILING ADDRESS:
6285 Riverfront Center Blvd.

CITY-STATE-ZIP:
Titusville, FL 32780

EMAIL ADDRESS: Tlandry@rushinc.com	TELEPHONE NO: 321-267-8100 FAX NO: 321-267-9944

AUTHORIZED SIGNATURE (MANUAL): Anthony Landry	TITLE: President
TYPED/PRINTED NAME: Anthony Landry	DATE: 12/5/2019

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
□ Not enough bid response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bids to Municipalities □ Other: (please explain)	□ Received invitation by direct mail □ Viewed bid posting on Internet home page □ Read legal ad in newspaper ☒ Viewed through bid reporting service □ Other: (please explain)

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

2.1. Instructions to Bidders

2.1.1. Submission of Proposals

Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials, transportation, labor, equipment and performing all operations required for the completion of the work herein specified and instructed within the contract documents.

2.1.1. Delivery of Proposals

The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID # B-20-08-COC, Cocoa Riverfront Park Promenade Improvements** will be received until 3:00pm, **December 2, 2019** and addressed to **"Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922".** Bids will be opened at 3:30 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

A mandatory pre-bid conference is / is not required or scheduled on November 15, 2019 in the 3rd Floor conference room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

2.1.2. Submittal Requirements

Bidders shall submit their proposal in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive or CD furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

2.1.3. Questions, Discrepancies or Omissions

In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical or questions or questions about how to submit your bid, please contact Heath Hancher at (321) 433-8833 or email at hhancher@cocoafl.org.

2.1.4. Right to Reject

The City reserves the right to accept or reject any or all bids and may waive any informality in any proposal. Award of bid shall be made to the bidder that best serves the interest of the City of Cocoa, Florida.

2.1.5. Correction or Withdrawal of Bids

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

2.1.6. Americans with Disabilities Act

Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division at 65 Stone St., Cocoa, Florida 32922, office: (321) 433-8833, no later than seven (7) business days prior to the date on which the accommodation is required.

2.1.7. Florida Prompt Payment Act

As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or

party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

2.1.8. Period of Offer Validity

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.1.9. Alternatives / Substitutions or Clarification to Specifications

Any alternatives or substitutions are not permitted. Two (2) Bid Alternates are included on the Bid Form and the alternate work may be included in the awarded Contract at the sole discretion of the City. This section is also used to clarify anything that pertains to this Bid Package.

2.1.10. Bid Tabulation

Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at www.DemandStar.com under the documents section of the detail's menu for this bid.

2.1.11. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

2.1.12. Termination for Default

a. The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
b. The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
c. Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

d. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2.1.13. Familiarity with the work

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

2.1.14. Cooperative Purchase

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract in accordance with FS 287-042 (16) 2019.

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

2.1.15. Evaluation of Bid Award

The City reserves the right to award the Agreement to the lowest most responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

2.1.16. Agreement Alternations

No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by an authorized City official.

2.1.17. Quantities

The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The item quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

2.1.18. Terms

a. The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

b. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

c. All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

d. The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement. All City of Cocoa fees will be waived.

e. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

f. All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

2.1.19. Local Vendor Preference

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A five percent (5%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

2.1.20. Amend Proposal Bid

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

2.1.21. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, please contact the custodian of public records at main: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

2.1.22. Local Vendor Preference Affidavit

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

REQUESTS FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECEIPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

This program applies to Brevard County, Florida vendors / contractors only.

DO NOT COMPLETE THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM

Copy of local business tax receipt submitted _X_ Yes ___No (must be attached to receive preference)

Name of Business RUSH Marine, LLC

BY: Anthony Landry

Signature Anthony Landry

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
177938

THE PERSON(S), OR ENTITY BELOW:
RUSH MARINE
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

BUSINESS PERIOD: **October 01, 2018 - September 30, 2019**
EXPIRES: **SEPTEMBER 30, 2019**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

LOCATION:
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

OWNED BY:
RUSH CONSTRUCTION INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300305	GENERAL CONTR.[CERTIFIED]



Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 001-18-00006146 08/21/2018 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

2019 - 2020

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
177937

THE PERSON(S), OR ENTITY BELOW:
RUSH MARINE LLC
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

BUSINESS PERIOD: **October 01, 2019 - September 30, 2020**
EXPIRES: **SEPTEMBER 30, 2020**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
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P O Box 2500, Titusville, Florida 32781-2500
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UPON A CHANGE OF OWNERSHIP OR LOCATION
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

LOCATION:
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

OWNED BY:
RUSH MARINE LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300305	GENERAL CONTR.[CERTIFIED]

LISA CULLEN, C.F.C. SEAL OF BREVARD COUNTY FLORIDA

Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 001-19-00069190 07/22/2019 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

3. Scrutinized Company Certification

3.1. Florida Statutes, Sections 287.135 and 215.473

This certification is required pursuant to Florida Statutes, Sections 287.135 and 215.473 As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    I. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
    II. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) Anthony Landry

(Printed Name and Title) Anthony Landry, President

(Name of Vendor) RUSH Marine, LLC

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

This certification form must be completed and included within bid response. Failure to submit this form as instructed shall render bid submittal non-responsive.

4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

4.1. Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant

f.

g. agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

h. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.1. Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Anthony Landry	Date: 12/05/2019
Signature of Authorized Certifying Official: Anthony Landry	Title: President

6. Bidders Certification

a. I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor" Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
b. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids;
c. I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa;
d. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid;
e. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Anthony Landry	RUSH Marine, LLC	Phone: 321-267-8100 Fax: 321-267-9944
(Authorized Signature)	Name of Business	Phone & Fax Number
Anthony Landry, President	6285 Riverfront Center Blvd.	Titusville, FL 32780
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

7. Checklist for Sealed Bid

7.1. Preparation of Bids

a. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
c. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
d. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
e. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
f. The official clock to be used for submitting any bid documents is located at the City Hall's lobby. Submittal time for this bid expires at **3:00 p.m**. on the date stated in these documents.

7.2. Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert	Description
Yes ☒	Bid envelope prepared as specified
Yes ☒	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes ☒	Submitted in Duplicate as requested one (1) Original and (1) Copy
Yes ☒	Section 1.0 Invitation to Bidders (Form 0019)
Yes ☒	Section 2.1 Instructions to Bidders
Yes ☒	Section 3.0 Scrutinized Company Certification
Yes ☒	Section 4.0 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
Yes ☒	Section 5.0 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
Yes ☒	Section 6.0 Bidder's Certification
Yes ☒	Section 7.0 Bid Form/Schedule of Unit Pricing
Yes ☒	Section 8.0 Exceptions to Specifications
Yes ☒	Section 9.0 Business References
Yes ☒	Section 10.0 Statement of Bidders Qualifications

	Yes ☒	Section 11.0 Listing of Subcontractors
	Yes ☒	Section 12.0 Bid Bond
	Yes ☒	Section 13.0 Non-Collusion Affidavit
	Yes ☒	Section 14.0 Drug free workplace certification signed
	Yes ☒	Section 15.0 Conflict of Interest Statement
	Yes ☒	Section 16.0 Form of Agreement
	Yes ☒	Section 17.0 Corporate Principal Certificate
	Yes ☒	Section 18.0 Performance and Payment Bond
	Yes ☒	Section 19.0 Certificate of Liability
	Yes ☒	Section 27.0 No Bid Response to Invitation to Bid

Addendum 1, 2, 3, and 4 have been acknowledged.

8. Bid Acknowledgement Form

Proposal of RUSH Marine, LLC
(Name)
6285 Riverfront Center Blvd., Titusville, FL 32780
(Address)

To furnish all materials, service, equipment, and labor required, for **Cocoa Riverfront Park Promenade Improvements** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

= TOTAL BASE BID	$ 989,618.00

Nine Hundred Eighty-Nine Thousand, Six Hundred Eighteen Dollars
(Grand Total Written in words)

Bidder Agreement & Public Notary

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in thirty (30) days with completion in thirty-five (35) days from notice to proceed.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 027 General Conditions)

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 nine hundred and sixty-four dollars ($964.00) per calendar day.

Anthony Landry	RUSH Marine, LLC	Phone: 321-267-8100 Fax: 321-267-9944
(Authorized Signature)	Name of Business	Phone & Fax Number
Anthony Landry, President	6285 Riverfront Center Blvd.	Titusville, FL 32780
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis

Notary Public

Print Name: Laurie Solis

My Commission expires 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

BID FORM

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

See Specification Section 01200 for additional information on each bid item.

Item Number	Item Description	Unit	Quantity	Unit Price	Total Price
1*	Mobilization/Demobilization, Insurance, Bonds*	LS	1	$ 69,000	$ 69,000
2	Level "A" Subsurface Utility Investigations	LS	1	$ 20,000	$ 20,000
3	Erosion and Sediment Control	LS	1	$ 25,000	$ 25,000
4	Demolition	LS	1	$ 30,940	$ 30,940
5	Electrical and Lighting	LS	1	$ 200,000	$ 200,000
6	Reinforced Concrete Wall and Piers	LS	1	$ 300,000	$ 300,000
7	Reinforced Concrete Overlooks	LS	1	$ 172,000	$ 172,000
8	Construct Utilities	LS	1	$ 58,000	$ 58,000
9	Landscape curb	LS	1	$ 18,077	$ 18,077
10	Landscaping & Irrigation	LS	1	$ 45,762	$ 45,762
11	Lighted Sign	LS	1	$ 7,099	$ 7,099
12	Survey and AutoCAD Format Record Drawings Provided by the Contractor	LS	1	$ 16,740	$ 16,740
13	Allowance	LS	1	$ 27,000	$ 27,000
			Total Base Bid Amount		
14	Additive Bid Alternate 1 – Alternate Landscaping	LS	1	$ 5,940	$ 5,940
15	Deductive Bid Alternate 2 – Use of Precast Overlook Elements	LS	1	$	$

*NOTE: Bid Item Number 1 cannot be more than 7% of the Total Base Bid Price.

Addendum 1, 2, 3, and 4 have been acknowledged.

Failure to complete the above will result in the bid being declared non-responsive.

9. Exceptions, Deviations or Clarifications to Specifications

Print or in legible hand writing detailed information below:

N/A

10. Business References

Bidder shall submit as a part of the bid package, three (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	Canaveral Port Authority
Address	445 Challenger Road, Suite 301, Cape Canaveral, FL 32920
Telephone Number	321-783-7831
Contact Person	Patrick Hammond

Reference 2

Business Name	St. Johns County Board of County Commisioners
Address	2750 Industry Center Road, St. Augustine, FL 32084
Telephone Number	904-669-0787
Contact Person	Phyllis Thorpe

Reference 3

Business Name	Health First Cape Canaveral Hospital
Address	701 W. Cocoa Beach Causeway, Cocoa Beach, FL
Telephone Number	321-868-7688 Ext: 27688
Contact Person	Steven Cornwell

Optional Reference

Business Name	Howard W. Pence, Inc.
Address	342 East Dixie Ave, P.O. Box 2005, Elizabeth Town, KY 42702
Telephone Number	270-737-8723
Contact Person	Rick Everts

CANAVERAL
PORT AUTHORITY

April 9, 2019

RUSH Marine, LLC
6285 Riverfront Center Blvd.
Titusville, FL 32780

RE: RUSH Marine - Letter of Reference

To Whom It May Concern:

RUSH Marine, LLC. recently performed as Construction Manager on our Milliken's Reef Shoreline Repairs project. Due to RUSH Marine's attention to detail and proactive approach, the project was completed on time and under budget. RUSH Marine consistently worked for the best interest of the owner and exceeded our expectations.

The RUSH Marine team worked diligently to provide innovative solutions to a challenging shoreline erosion situation. The RUSH Marine team was able to collaborate effectively with the owner, engineer and various other stakeholders to ensure streamlined project execution. The project was successfully completed without any issues or concerns from any parties related to cost, schedule or quality of work.

We look forward to continuing to work with RUSH Marine on future projects here at Port Canaveral and I would recommend RUSH Marine to other owners/organizations as Construction Managers.

Sincerely,

Patrick Hammond, E.I.
Project Engineer/Project Manager

Port Canaveral & Foreign Trade Zone 136
445 Challenger Road, Suite 301, Cape Canaveral FL 32920
321.783.7831 www.portcanaveral.com

St. Johns County Board of County Commissioners

Public Works | Construction Services

April 4, 2019

RE: Rush Marine LLC Recommendation

To Whom It May Concern:

It is my pleasure to submit this letter of recommendation for Rush Marine LLC. I was recently the project manager for the replacement of two floating docks at the Vilano Boat Ramp, in St. Augustine, FL. The new docks were provided and installed by Rush Marine. My primary contact for Rush Marine was Tony Landry, the company president, who was most professional and pleasant to work with throughout the project. After contract execution, we had a fairly long lead time for materials, during which Mr. Landry was proactive in keeping me updated on the schedule, demonstrating his awareness of and attention to our need to be able to keep the public apprised of anticipated impact on their use of this very popular boat ramp. He provided an aggressive on site schedule to minimize his presence at the boat ramp, but at the same time arranged his work elements so that one floating dock was always functioning and open to the public. The demolition/installation was manned with most competent and courteous personnel. The site was maintained in a safe and tidy manner at all times. Rush Marine was quick to respond to and fair in pricing of a few change orders for additional work that the County requested during their time onsite, and they still managed to complete the job in less time than proposed.

I would not hesitate to recommend Rush Marine LLC for any size or type of marine project, as I hope to have the opportunity to work with them again in the future myself. Please do not hesitate to contact me, should you have any questions or need further information.

Thank you very much.

Phyllis Thorpe

Phyllis Thorpe
Project Manager
904-669-0787

11. Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

a. Name of Bidder: RUSH Marine, LLC

b. Permanent main office address: 6285 Riverfront Center Blvd., Titusville, FL 32780

c. When organized (Month/Year): January 2018

d. If a corporation, where incorporate (State): N/A

e. How many years has business been engaged in the contracting business under your present firm or doing business as (DBA): 1 year and 12 months

f. Past Performance (List past contracts of similar value and work previously awarded) :

Contract Name	Contract No.	Customer	Value	Pop (Period of Performance)	Completion Date or On-Going
CPA Cruise Terminal 3 Marine Works	CN-18-012	Canaveral Port Authority	$38,600,000.00	14 Months	On-going
Shoreline Stabilization of Area 1, MCSF Blount Island	N69450-18-F-0719	Howard W. Pence, Inc.	$2,565,066.00	6 Months	May 2019
Health First Cape Canaveral Hospital Shoreline Repair	18-100	Health First, Inc.	$485,466.00	43 days	May 2019

g. General scope of services company provides:

Marine Construction, Marine Transportation Facilities, Beach & Shoreline Restoration, Concrete Structures, Deep Water Structures, Roads & Bridges, Bulkheads, Pile Driving Revetment & Erosion, Hard Armoring, Marinas, Sheet Piling, Commercial Diving

h. Has business ever failed to complete any work awarded? Yes ☐ No ☒
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☒
If yes, please specify cause:

j. List major equipment as it pertains to performing on this contract:
(Specify if equipment is owned, leased, subleased or third-party provided.)

- Leased equipment shall be utilized for the scope of services. - 85 TW crane will be used for demo of pavilions and installation of new concrete pavilion overlooks. - May utilize a barge depending on access from park.

k. Provide an example of construction work similar in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

All 3 project examples above include bulkhead scope similar to the Riverfront Park Promenade Improvements. *See attached*

l. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience
Anthony Landry	President	Project Coordinator	*See attached*	35 years
Dean Reed	Project Manager	Project Manager	*See attached*	16 years
Shane McCreery	Project Manager	Project Manager	*See attached*	23 years

m. Credit available: $ 600,000

n. Give bank reference: *See attached*

o. Is business able to provide a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☒ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Anthony Landry
(Authorized Signature)

Anthony Landry, President
(Printed Name and Title)

RUSH Marine, LLC
Name of Business

Phone: 321-267-8100
Fax: 321-267-9944
Phone & Fax Number

6285 Riverfront Center Blvd.,
Business Mailing Address

Titusville, FL 32780
City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis
Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

Cruise Terminal 3 Marine Works
Port Canaveral, FL



Prime Contractor: RUSH Marine, LLC

Organization Name: Canaveral Port Authority

Date of completion: January 2020

Contract value at completion: Still on track to finish per original Contract Value

Square feet of area over water: 174,621

Number of slips: 1,440 LF of deep-water cruise ship berthing facility

% performed by RUSH Marine: 95%

Description of project: Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pipe combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Contact name: Patrick Hammond

Address: 445 Challenger Road
Cape Canaveral 32920

Contact phone number: 321-783-7831

Contact e-mail address: phammond@portcanaveral.com

Shoreline Stabilization of Area 1, MCSF Blount Island
Jacksonville, FL



Owner Representative:

Howard W. Pence Inc.

Duration: 6 Months

Size of Project: 2,000 LF of shoreline stabilization within a highly restricted and active Port and Military facility

Contract Value: $2,565,066.00

% performed by RUSH Marine: 95%

Work Self-Performed: RUSH Marine was awarded the Shoreline Stabilization of Area 1, MCSF Blount Island project in Jacksonville, FL.

The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 1,400 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Contact name: Rick Everts

Address: 342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702

Contact phone number: 270-737-8723

Contact e-mail address: rickeverts@hwpence.com

Health First Cape Canaveral Hospital Shoreline Repair Cocoa Beach, FL



Owner Representative: Health First, Inc

Duration: 43 days

Size of Project: 550 LF of steel sheet piles along the existing shoreline on the West side of the property

Contract Value: $485,466.00

% performed by RUSH Marine: 98%

Work Self-Performed: RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x 10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Contact name: Steven Cornwell

Address: 1350 S. Hickory St.
Melbourne, FL 32901

Contact phone number: 321-868-7688 Ext. 27688

Contact e-mail address: steven.cornwell@hf.com

Anthony "Tony" Landry

President of RUSH Marine, LLC









With over 31 years of construction experience in heavy civil, marine and transportation markets, Tony serves as President of the Marine Division for RUSH. He is responsible for leading the business development and marketing efforts as well as all aspects of project management, field operations, safety, and quality control.

Tony has the ability to take a project from Design/Estimating, through all construction phases and to its final completion. His decades of experience allows him to be responsible for the coordination of all aspects of construction. He has extensive knowledge of construction and understands the relationship-based environment that exists related to marine, heavy civil and transportation markets which makes him an asset for any large or small project. Tony also works closely with Engineers, Owners, staff and subcontractors in scheduling, construction, safety, quality control, cost control and close-out.

Prior to joining RUSH Construction, Tony served as Project Manager, Senior Project Manager and for the last 10 years, Operations Manager covering the eastern seaboard for Orion Marine Construction, formally known as Misener Marine Construction. Projects included design build and design bid build projects such as deep wall berthing structures, Open Pile Piers, Bulkheads, Road and Bridges, and Marinas totaling over $500 million.

Tony is a native of Louisiana and moved to Florida in 1999 and has been a resident of Flagler County for 18 years. He is married to his wife of 29 years and has two daughters.

DEAN REED, PROJECT MANAGER

6285 Riverfront Center Boulevard, Titusville, FL 32870 | 407-325-9637 | dreed@rushinc.com

PREVIOUS WORK CLASS EXPERIENCE, SKILLS & ABILITIES

Bridge Painting
Cathodic Protection
Debris Removal
Drainage
Electrical Work
Fencing
Flexible Paving
Grading
Grassing / Seeding & Sodding
Guardrail
Intelligent Transportation Systems
Intermediate Bridges
Landscaping
Major Bridge – Bridges of Conv. Constr. Over water Opening of 1000 Ft+
Major Bridge – Concrete Segmental Construction
Minor Bridges
Pavement Marking
R & R Major Bridge – Bridges of Conventional Construction Which are Over Water Opening of 1,000 Ft+
R & R Major Bridge – Concrete Segmental Construction
R & R Minor Bridges
Roadway Signing
Sidewalk
Traffic Signal
Concrete Rehabilitation (Spall Repair)
Concrete Surface Sealer and Water Proofing
Concrete Traffic Separator
Curbs
Drill Shaft
Driveways
Driving Steel Sheet Pile
Foundation Drilling
Grout Injection
Gunite
Gutters
Handrails
Lift Station
Milling
Pavement Diamond Grinding
Pile Driving
Pile Jackets
Pressure Grout
Rehabilitation of Slope Pavement
Reinforced Earth Walls
Retaining Wall
Rip Rap
Rubble Rip Rap
Shotcrete
Spall Repairs
Traffic Separators
Tree Removal
Underground Utilities (Water & Sewer)
Underground Utilities (Electric)
Underground Utilities (Gas)
Utility Work

PROJECT ROLE

Project Manager

Highly dedicated project manager with extensive experience in successfully directing large scale, challenging projects. Equipped with powerful communication, coordinating and leadership skills. Adept at tracking and monitoring project schedules and budgets, updating and reviewing financial status reports and ensuring deliverable deadlines are met. Excellent personal motivation with a proven ability to build and work collaboratively in a strong team environment.

CERTIFICATIONS / TECHNICAL SKILLS

Certified Florida Storm Water Inspector Advanced Maintenance
Traffic Certification (ATSSA) FDOT Quality Control Manager
FDOT Earthwork Construction Inspector Level 2
ACI Concrete Field Testing Technician Grade 1 USACE Quality Control Manager Certification
Florida Notary Public
Strong Computer Skills in AutoCad, P6, Microsoft Project, Microsoft Office, Spitfire, Vista
Excellent Verbal and Written Communication Skills
Extensive Experience in Planning, Budgeting, Cost Control, Contract Negotiation, and Scheduling

PROJECT CURRENTLY ASSIGNED TO
Carnival Cruise Ship Terminal 3 Marine Works, Port Canaveral, FL, Value: ~38,600,000

EDUCATION
University of Florida – BS, Building Construction

CONSTRUCTION INDUSTRY EXPERTISE
Heavy Marine Construction
Heavy Highway Construction
Earthwork
Infrastructure Improvement Projects
Bridge Rehabilitation Projects
Strategic Vision & Project Planning
Safety
Cost Accounting & Reporting
Bidding, Estimating & Proposals
Government Sector

NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION
16 Years

EXPERIENCE IN CONSTRUCTION
RUSH Marine LLC
Carnival Cruise Ship Terminal 3 Marine Works – Port Canaveral, FL
Position: Project Manager

Southland Holdings
Tom Staed Veteran's Memorial Spandrel Bridge – Daytona Beach, FL
Position: Senior Project Engineer

Misener Marine Construction, Inc., Orion Marine Group
Nuclear Power Training Facility-Navy Submarine Pier – Charleston, SC
Position: Project Manager

Canaveral Locks Guidewall Fender System-USACE – Port Canaveral, FL
Position: Project Manager

SR 520 Indian River Cathodic Protection Bridge Repair – Melbourne, FL
Position: Project Manager

SR 404 Pineda Causeway Cathodic Protection Bridge Repair – Melbourne, FL
Position: Project Manager

Royal Caribbean Cruise Ship Terminal 1 – Port Canaveral, FL
Position: Project Manager

Carnival Cruise Ship Terminal 6 – Port Canaveral, FL
Position: Project Manager

Johnson Bros Corporation, National Civil Contractor
Caminada Bay Bridge – Grand Isle, LA
Position: Project Manager

EXPERIENCE IN CONSTRUCTION (cont.)

Midway Regional Storm Water Facility/SR415 Surcharge – Sanford, FL
Position: Project Manager

Baldwin Park City Project – Orlando, FL
Position: Project Manager

John Land Apopka Expressway Project (SR 414)
Position: Project Manager

Orlando Expressway Authority – Apopka, FL
Position: Project Manager

Orange County Utility Relocation – Orlando, FL
Position: Project Manager

Units 8, 9, 9A, 10 & 436 Connector Road at Baldwin Park – Orlando, FL
Position: Project Manager

Saratoga Springs Resort Infrastructure – Walt Disney World – Orlando, FL
Position: Project Manager

SHANE McCREERY, PROJECT MANAGER

6285 Riverfront Center Boulevard, Titusville, FL 32780 | (727) 518-5121 | smcreery@rushinc.com

PREVIOUS WORK CLASS EXPERIENCE, SKILLS & ABILITIES

Cathodic Protection
Fencing
Flexible Paving
Grading
Grassing, Seeding and Sodding
Hot Plant-Mixed Bitum. Courses
Truss Construction
Minor Bridges
Pavement Marking
Roadway Signing
Sidewalk
Concrete Rehabilitation (Spall Repair)
Curbs
Driving Steel Sheet Pile
Fender Systems
Fiber Optic Cable Installation, Splicing & Testing
Gunite
Milling
Pile Driving
Pile Jackets
Retaining Wall
Rip Rap
Rubble Rip Rap
Shotcrete
Spall Repairs
Tiedback Walls

PROJECT ROLE

Project Manager

Responsible for leading project team through the successful initiation, planning, design, execution, monitoring, controlling and closure of projects. Accomplishing project goals through leadership, risk management, conflict resolution, cost management and working with vendors & subcontractors. Working closely with all team members, clients, architects and engineers to complete projects on time and avoid issues.

QUALIFICATIONS

Shane has a progressive track record of contribution and support for a variety of marine projects. He has served as Project Engineer, Project Manager, and Quality Control Manager on projects including Bridge Replacements, Seawall Replacements, Environmental Mitigation, Fender System Replacements, Wharf Pile Replacements, and Navigation Marker Replacements. With over 22 years of extensive experience, he is well-versed in all engineering principles, marine applications and has a strong background in QA/QC management

PROJECTS PREVIOUSLY ASSIGNED TO

1.) Health First CCH – Shoreline Stabilization. Cape Canaveral, FL - $485K
Project Manager for a project to install 600 LF of steel sheet pile shore protection, the restoration of 1270 LF of timber cap restoration, and urethane grout injection.

2.) NAVFAC Shoreline Stabilization – Area 1, MCSF Blount Island, Jacksonville, FL – $2.5M
Project Manager for a NAVFAC Project to excavated and install 1516 LF of Riprap and 550 LF of steel sheet pile shore protection.

EDUCATION / CERTIFICATIONS

Construction Quality Management for Contractors
Texas A&M University, B. S. Marine Engineering Technology

NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION

23 Years

WORK EXPERIENCE

RUSH Marine, LLC 2018-present

NAVFAC Shoreline Stabilization – Area 1, MCSF Blount Island, Jacksonville, FL (10/2018 – Present) – $2.6M
Project Manager for a NAVFAC Project to excavated and install 1516 LF of Riprap and 550 LF of steel sheet pile shore protection.

Orion Marine Construction, Inc. 2002-2018

NAVFAC Wharf Bravo Recapitalization, NS Mayport FL (02/2017 – Present) - $27M
Quality Control Manger for a US Navy Project to construct 2000 LF of bulkhead, demolish & replace existing utility igloos and related utilities/sitework. Bulkhead consists of sheetpile, anchors and concrete encapsulation cap.

NAVFAC Nuclear Power Training Facility Pier Removal/Replacement Charleston, SC (04/2015 – 2/2017) - $12.6M
Project Manager for the demolition and replacement of pier, dredging and installation of new survival Mooring Systems.

FDOT SR 312 EB at Matanzas River Bridge (09/2013 – 04/2015) - $2.4M
Project Manager for repairs on SR 312 Bridge 780089 including the installation of a new titanium mesh impressed current cathodic protection system on 12 bridge piers, and the replacement of the existing impressed current system on the submerged steel piling. Installation required extensive repairs to steel reinforcement, continuity and concrete spalls/delaminations.

NAVFAC Naval Station - Wharf Charlie Improvements, Mayport, FL (2011-2013) - $25.8M
Contractor Quality Control Manager for a US Navy Design/Build Project to construct approximately 800 LF of new steel sheet pile/king pile bulkhead seaward of existing. Also includes the removal and replacement of existing paving, fender system, utilities services which include high-mast lighting fixtures, new concrete utility igloos, piping, wiring (electric, potable water, sanitary, oily waste, fuel and steam) along with a new sacrificial anode cathodic protection system for the steel sheet piles and underground utility piping. In addition, project includes approximately 64' wide by 600' long second deck structure consisting of concrete slabs, beams and columns over deep pile foundations.

US Navy - Mayport Wharf Alpha Improvements, Jacksonville, FL (04/2009 – 12/2011) - $12M
Contractor Quality Control Manager for a US Navy Design/Build Project to construct 900 LF of bulkhead, demolish existing electrical building, build new electrical building and related utilities/sitework. Bulkhead consists of sheetpile, anchors and concrete encapsulation cap.

USACOE - 79th Street Ocean Outfall, Virginia Beach, VA (2007-2009) - $10.1M
Contractor Quality Control Manager for the installation of approximately 2300 LF of 48” CCP pipe for the Army Corps of Engineers. Project included three the installation of a 300 Ton precast outfall box approximately 1800 LF offshore. Specific responsibilities included the implementation of a three phase quality control program and project layout.

SCS Hotels, Inc. - Vinoy Marina Rehabilitation, St. Petersburg, FL (2007) - $4.5M
Project Engineer & Quality Control Manager for the removal of existing floating piers, and installation of new concrete fixed piers. Project included dredging and the monitoring of adjacent seawalls for potential damage due to construction.

WORK EXPERIENCE- (Cont.)

Tampa Port Authority - Berth 3 Improvements, Tampa, FL (2006) - $2.3M
Project Engineer & Quality Control Manager for the construction of 240 LF of AZ 46 steel sheet pile bulkhead with concrete fascia. Project required the use of drilled rock anchors to facilitate the installation of tie-backs without disturbing the foundation of existing tank batteries.

Kinder Morgan Tampaplex - Export Dock Extension & Modification, Tampa, FL (2005-2006) - $5.7M
Project Engineer & Quality Control Manager for the construction of a 245 LF extension of the DAP loading Dock. Construction consisted of the installation of 245 LF crane rails over water, 6 monopile breasting dolphins and 493 LF of steel sheet pile bulkhead.

Kinder Morgan Tampaplex - Yara Dock Modifications, Tampa, FL (2005) - $390K
Project Engineer & Quality Control Manager for the construction of a monopile breasting dolphin.

Kinder Morgan Tampaplex - Ammonia Dock & Seawall Extension, Tampa, FL (2005-2006) - $2.4M
Project Engineer & Quality Control Manager for the construction of an ammonia dock, 18 pile breasting dolphins and 250 LF steel sheet pile bulkhead.

Tampa Port Authority - Berth 213 Improvements, Tampa, FL (2004-2005) - $8.9M
Project Engineer & Quality Control Manager for the construction of the Tampa Port Authority's Berth 213 project consisting of the construction of approx. 1300 LF container berth.

USACOE - Offshore and Inshore Bird Islands, Jasper County, SC (2003 – 2004) - $8.8M
Contractor Quality Control for the installation of a 4 acre offshore bird island and two 2 acre inshore bird islands for the Savannah District Army Core of Engineers. The project involved slurry transport of sand to fill 30' circumference geo-tubes which were later used to contain the island sand. It was the first time geo-tubes were used in a 9 foot tidal zone.

City of St. Petersburg - 79th Street South Bridge Replacement, St. Petersburg, FL (2003) - $1.2M
Project Engineer and Quality Control Manager for demolition and reconstruction of 90 foot Bridge for the City of St. Petersburg. Including the installation of 36" drill shafts, and the pouring of concrete deck and hand rail.

City of St. Petersburg - Coffee Pot Bayou and Vinoy/Straub Seawall Replacement, St. Petersburg, FL (2002) – $5.3M
Project Engineer and Quality Control Manager for the replacement of approximately 4600 wall feet of concrete encased steel sheet pile wall, 3500 wall feet of concrete sheet pile wall for the City. Upland restoration including improvements to storm water outfalls.

TXDOT Copano Bay Causeway Fender System, Rockport, TX (2001) – $974K
Project Manager and Quality Control Manager for the replacement of the fender system at the Copano Bay Causeway for Texas DOT Project included the removal and installation of 3, 5, 7 & 14 pile timber dolphins with HDPE Pipe Sleeves along with approximately 1332 LF of timber fendering. Repairs to the foundation of the causeway consisted of the installation of approximately 900 LF of concrete filled fiberglass pile jackets.

TXDOT Matagorda Swing Bridge Fender System, Matagorda, TX (2001) – $650K
Project Manager and Quality Control Manager for the replacement of the fender system on the Matagorda Swing Bridge for Texas DOT. Project included the removal and installation of 3, 5, 7, 19 & 31 pile timber dolphins along with the associated timber fendering.

WORK EXPERIENCE- (Cont.)

Port of Brownsville Berth 12, 13 & 14 Fender Replacement, Brownsville, TX (2000 - 2001) - $621K
Project Manager and Quality Control Manager for the replacement of timber fender with approximately 130 Each 1 meter x 0.5 meter V-Buckle Type Fenders for the Port of Brownville.

King Fabrication L.L.C. 1997-2000

EMR Facility in Ingleside, TX
Part time Quality Control Technician responsible for the inspection/testing of aluminum and stainless steel fabrications.

Various Dock Project for the Port of Houston
Part time Quality Control Technician responsible for the inspection/testing of carbon steel fabrication.

BMAC Construction Inc. 1991-1997

Various Oilfield Construction Projects
Responsible for project layout and quality control including the following: Project layout of piping header system for various sub systems of gas processing facilities such as cooling towers, gas loading terminals, water flood stations, etc; Construction drawings such as isometric drawing for pipe fabrication. Included quality control of fabrication and welding; Project layout for concrete foundations for pipe line compressor stations and gas loading terminals. Also included the quality control of both form construction and concrete.

RUSH Marine, LLC.

A wholly-owned subsidiary of RUSH Construction, Inc.
FEIN: 59-2401736; Florida Corporation – Est.1984

CREDIT INFORMATION

RUSH Marine FEIN 82-4091915

BANKING INFORMATION

BB&T Bank
2460 S. Washington Ave.
Titusville, FL 32780
Ph: (321) 268-1750
Fx: (321) 264-7113
Amy Lyng
Alyng@BBandT.com
RUSH Marine Acct. #....17694

D & B NUMBER 11-684-1595

TRADE REFERENCES

Mobro Marine
P.O. Box 986
Green Cove Spr., FL 32043
Steve Cumella
(904) 284-9670 Ph
(904) 358-8706 Fax

Metals USA
P.O. Box 532533
Atlanta, GA 30353-2533
Bryan Johns
(251) 456-4531 Ph
(904) 766-0063 Fax

JD Fields & Company, Inc.
P.O. Box 134401
Houston, TX 77219-4401
Walter Van Zuthem
walter@jdfields.com
(281) 558-7199 Ph
(281) 870-9918 Fax

Brevard Rigging Supply
P.O. Box 236545
Cocoa, FL 32923
Missy Possinger
(321) 631-2838 Ph
(321) 631-6465 Fax

Geoquip, Inc.
1111 Cavalier Blvd.
Chesapeake, VA 23323
Pam Patterson
(757) 485-2500 Ph
(757) 485-5631 Fax

11.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name: WLS Utilities, Inc. Address: 5175 N. Highway 1 City: Cocoa State: Florida zip: 32927 Phone: 321-403-4001 Primary POC: Tom Sandige Alternate POC: N/A Email: tom@wlsutilities.com	1. Cruise Terminal 3 Canaveral Port Authority 2. City of Cocoa 3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Extreme Plastering & Stucco, Inc. Address: 630 Eyster Blvd. City: Rockledge State: Florida zip: 32955 Phone: 321-433-9950 Primary POC: Joe Lento Alternate POC: Sheila McAleney Email: joe@extremestucc.com	1. Cape Canaveral City Hall 2. Adelaide Guard House, Melbourne, FL 3. Trasona Cove, Melbourne, FL
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: SA Sign Access Incorporated Address: 7205 Waelti Drive City: Melbourne State: Florida zip: 32940 Phone: 321-752-9040 Primary POC: Debra Moyer Alternate POC: Joe Couturier Email: debra@signaccess.com	1. Northrop Grumman at the Melbourne Airport 2. Parrish Healthcare at Port Canaveral 3. Cocoa Beach Fire Station #51
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: L.S.P. Landscaping, Inc. Address: 521 Thor Ave. City: Palm Bay State: Florida zip: 32909 Phone: 321-724-6176 Primary POC: Jason Cally Alternate POC: Troy Owen Email: jason@lsplandscaping.com	1. Rockledge Fire Station #36 2. 3.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, RUSH Marine, LLC
Full name and address or legal title of contractor
6285 Riverfront Center Blvd., Titusville, FL 32780 as Principal, and Berkley Insurance Company
Full name and address or legal title of Surety 475 Steamboat Rd, Greenwich, CT 06830 of the City of Greenwich
State of Connecticut, a corporation existing under the laws of the State of Delaware, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of
Five percent of amount bid Dollars ($ 5%--------)
Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **Bid No. B-20-08-COC**, for the performance of:

The Riverfront Promenade Overlook

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 5th day of December 2019, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

RUSH Marine, LLC

(Principal) (Seal)

Molly Beasley
(Witness)

Anthony Landry

President
(Title)

6285 Riverfront Center Blvd., Titusville, FL 32790
(Address)

Berkley Insurance Company
(Surety) (Seal)

Witness

Cindy L. Mirisola (Title) Attorney-in-Fact
1021 Douglas Ave., Altamonte Springs, FL 32714
(Address) INQUIRIES: (407)389-3588

No. BI-10155a

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Cindy L. Mirisola; Benjamin Craig Sibley; Robert H. Bond; or Heather Bradley of Sihle Insurance Group, Inc. of Altamonte Springs, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of July, 2018.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of July 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of December 2019

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

13. Non-Collusion Affidavit of Bidder

State of Florida

County of Brevard, being first duly sworn, deposes and says that:

He / She is President of RUSH Marine, LLC, the Bidder that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

14. Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RUSH Marine, LLC
(Company)

Anthony Landry
(Signature & Title) Anthony Landry, President

15. Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the President of RUSH Marine, LLC with a local office in Titusville, Florida and principal office in Titusville, Florida.
City and State City and State

The above-named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa

Cocoa Riverfront Park Promenade Improvements

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

Anthony Landry
(Authorized Signature)
Anthony Landry,
President
(Printed Name and Title)

RUSH Marine, LLC
Name of Business
6285 Riverfront Center Blvd.,
Business Mailing Address

Phone: 321-267-8100
Fax: 321-267-9944
Phone & Fax Number
Titusville, FL 32780
City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Laurie Solis
Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

16. Form of Agreement

This Agreement made and entered into on the TBD day of TBD, 20____ by and between Anthony Landry of RUSH Marine, LLC , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of 6285 Riverfront Center Blvd. Titusville, FL 32780, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

16.1. Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents. A detailed Project Schedule is provided in Appendix A and Technical Specifications Package is provided in Appendix B as the base point of reference for this project requirement.

16.2. Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 135 days and totally complete all work in its entirety within 155 days of Notice to Proceed or Purchase Order.
The City anticipates issuing the Notice to Proceed by January 6, 2020. The work must be substantially complete by June 1, 2020 and totally complete in its entirety by June 20, 2020. The City holds a major event in the park on July 4th weekend and all work shall be complete and the area cleaned to allow preparation for that event.
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.
All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

16.3. The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Nine Hundred Eighty-nine Thousand, Six Hundred Eighteen Dollars (Written in Words) $ 989,618 (In Figures)

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

16.4. Progress Payments – Article VI

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. 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. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

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

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

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

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

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

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

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

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

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

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

16.5. The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in

any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor's Bid Submittal

g. [OTHER]

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

16.6. Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

16.7. Performance / Payment Bond – Article VII

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ TBD with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

16.8. Acceptance and Final Payment – Article VIII

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

16.9. Attorney Fees and Costs – Article IX

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to

recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

16.10. Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

16.11. Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

16.12. Venue and Governing Law – Article XII

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

16.13. Modification and Entire Agreement – Article XIII

This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

16.14. Notices – Article XIV

Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

16.15. Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

16.16. Waiver – Article XVI

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

16.17. Independent Contractor – Article XVII

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

16.18. Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

16.19. Sovereign Immunity – Article XVIX

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. Contractor 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.

16.20. Default by Contractor – Article XX

16.20.1. Right to Revoke / Terminate

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

16.21. Termination – Article XXI

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

16.22. Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits

and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

This indemnification shall survive the termination of this Agreement.

16.23. Corporate Representations by Contractor – Article XXIII

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

16.24. No Joint Venture – Article XXIV

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

16.25. Third Party Right – Article XXV

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

16.26. Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

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

16.27. Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

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

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

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

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

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

16.28. Progress Meeting – Article XXVIII

City’s Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City’s Project Manager.

16.29. Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

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

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

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

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

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

16.30. Prohibition Against Contingent Fees – Article XXX

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16.31. Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16.32 Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

16.33. FDOT Conflict of Interest Provisions – Article XXXIII **(NOT APPLICABLE)**

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

A. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.
C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

F. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

16.34. Inspector General - Article XXXIV

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate

with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

16.35. Federally Required Contract Clauses – Article XXXV

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B**.** *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. *Access to Records*

The following access to records requirements applies to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. *Compliance with the Davis-Bacon Act*

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. *Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR
Signed and sealed by the Contractor in the presence of:

BY: RUSH Marine, LLC
(Contractor)
ATTEST: Anthony Landry
Anthony Landry, President

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY_____
(City Manager)
ATTEST_____

17. Corporate Principal Certificate

I, David Dapore, certify that I am the secretary secretary of the corporation named as Principal in the within Bid Bond; that Anthony Landry who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature David Dapore Title Secretary/Treasurer

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

Performance and Payment Bond will be provided upon award.

18. Performance and Payment Bond

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

BOND NO.:	TBD
Contractor Name:	RUSH Marine, LLC
Contractor Address:	6285 Riverfront Center Blvd. Titusville, FL 32780
Contractor Phone No.:	321-267-8100
Surety Company:	Berkley Insurance Company
Surety Agent:	Cindy L. Mirisola
Owner Name:	City of Cocoa
Owner Address:	65 Stone St. Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	TBD
Contract Amount:	$ Upon award
Bond Amount:	$ 5% of contract value. TBD.
Contract No. (if applicable):	TBD
Description of Work:	**Cocoa Riverfront Park Promenade Improvements**
Project Address:	430 Delannoy St, Cocoa FL 32922
Legal Description:	**Parcel ID 24-36-33-06-*-11**
Bid Number:	B-20-08-COC

BY THIS BOND, we RUSH Marine, LLC as Principal

and Berkley Insurance Company, Inc a Corporation as Surety,

are bound to City of Cocoa, herein called Owner, in the sum

of $ _____, for payment of which we bind

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

CONDITIONS OF THIS BOND if Principal:

a. Performs the contract dated TBD, 20_____, between Principal and Owner for Sidewalk Improvements as specified for the Dixon Blvd and Forrest Ave location as the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and

b. Promptly makes payments to all claimants, as defined in section 255.05 (1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and

c. Pays Owner all losses, damages, expenses, cost and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, and shall remedy any defects in the work due to faulty materials or workmanship or failure to properly maintain during the length of the Contract, and pay for all damage to other work, person, or property resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

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

CONTRACTOR AS PRINCIPAL
Company:

RUSH Marine, LLC
(Corporate Seal)

Signature Anthony Landry
Anthony Landry

Title President

RUSH Marine, LLC CORPORATE SEAL 2018 FLORIDA

SURETY
Company: Berkley Insurance Company, Inc.

_____
(Corporate Seal)
Signature_____

Title_____

APPROVED as to form and execution:

BY _____
Attorney to Board of
City Council Members
City of Cocoa, Florida

Any claims under this bond may
be addressed to:
(Name and Address of Surety):

_____

_____

_____

_____

Phone _____

Telephone Number
Name and Address of
agent or Representative
in Florida if Different from above

_____

_____

_____

_____

Phone _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2019

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 Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	**CONTACT NAME:** Certficate Department **PHONE (A/C, No, Ext):** 407-869-0962 **FAX (A/C, No):** 407-774-0936 **E-MAIL ADDRESS:** certificates@sihle.com
INSURED RUSHMAR-01 RUSH Marine LLC 6285 Riverfront Blvd Titusville FL 32780	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Dominion Insurance Company — 40231 **INSURER B :** Mitsui Sumitomo Insurance USA Inc. — 22551 **INSURER C :** NEW YORK MARINE & GNRL INS CO — 16608 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1931629257 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		ML201900002185	4/1/2019	4/1/2020	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 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			B1P9522H	7/18/2019	7/18/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			ML201900002184	4/1/2019	4/1/2020	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**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		WC201900019337	4/1/2019	4/1/2020	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	EXCESS LIABILITY			OLM2510139	4/1/2019	4/1/2020	EACH OCCURRENCE	9,000,000

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

Protection & Indemnity $1,000,000
Leased & Rented Equipment: $500,000 subject to $2,500 deductible provided by Policy #IM201900006203
Jones Act includes 4 Crew

RE: BID # B-20-08-COC - # B19-113 Cocoa Riverfront Park Promenade Improvements

City of Cocoa is included as Additional Insured with respect to General Liability when required by written contract.

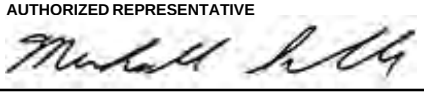
CERTIFICATE HOLDER

City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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20. Affidavit Regarding Workmen's Compensation

Anthony Landry	RUSH Marine, LLC	Phone: 321-267-8100 Fax: 321-267-9944
(Authorized Signature)	Name of Business	Phone & Fax Number
Anthony Landry, President	6285 Riverfront Center Blvd., Titusville, FL 32780	
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Anthony Landry being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and his insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the RUSH Marine, LLC Company, under the terms of Policy No. WC201900019337 for a period from April 1st, 2019 to April 1st, 2020.

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

21. Certificate of Insurance for Workmen's Compensation

This is to certify that Sihle Insurance Group, Inc,
Company has issued to RUSH Marine, LLC,
of the City of Cocoa, State of Florida,
the following policy or polices: Workmen's Compensation and Employer's Liability
Policy No. WC201900019337 effective on April 1st, 20 19.
re Worker's Compensat Policy No. ML201900002185
effective on April 1st, 2019 and expiring on April 1st
20 20 re General Liability limits $1,000,000
each occurance.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced
as identification.

Personally Known
Or
Produced Identification

Laurie Solis
Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

22. Section 1K – Florida Trench Safety Act

(Certification and Discharge Statement Mandatory)

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Item	Trench Safety Measure Description	Unit of Measure	Unit	Unit Cost	Extended Cost
A	N/A					
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

RUSH Marine, LLC
Name of Firm

Anthony Landry
Authorized Signature Anthony Landry

Date: 12/05/2019

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive.

27. No Bid Response to Invitation to Bid

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

N/A

WE HAVE RECEIVED AN INVITATION TO BID # B-20-08-COC

Cocoa Riverfront Park Promenade Improvements

OPENING DATE: **December 2, 2019**
OPENING TIME: **3:30 p.m.**

REASON FOR NOT BIDDING: N/A, RUSH Marine will be bidding bid # B-20-08-COC.

Company Name: N/A

Address: N/A

City: N/A State: _____ Zip: _____

Signature: N/A Title: N/A

Date: N/A

Cit□of Cocoa
65 Stone St. I Cocoa, FL □□9□□
Phone□□□□1□□□□□□6□6 I Fa□□□□□1□□□□□690

Public Notice

Bid □B□□0□0□□COC Bid Protest Re□iew Committee

Procedure Meeting
Cocoa Cit□Hall, □rd Floor Conference Room
December □0, □019
10□00 □M

1□ Bid □B□□0□0□□COC to be re□iewed and discussed.

For more information contact□

Heath Hancher
Purchasing Manager
Purchasing Department
Cit□of Cocoa
65 Stone St.
Cocoa, FL □□9□□
□□1□□□□□□□□□
hhancher□ cocoafl.org

Bid Protest Review Committee Meeting

Bid Name

Riverfront Promenade Overlook Improvement Project

BID NUMBER: B-20-08-COC **DATE/TIME:** January 6th, 2020 10:00AM

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	HHANCHER@COCOAFL.ORG
CANAVERAL CONST	MIKE HARKCOM	321-269-4011	MIKE@CANAVERALCONSTRUCTION.COM
CANAVERAL CONST	DAVID NASH	321-269-4011	DAVID@CANAVERALCONSTRUCTION.COM
Cocoa	Bryant Smith	321-433-8771	bsmith@cocoafl.org
Rush Marine	Scott Knox	321-255-2332	sknox@us692/team.com
Rush Marine	Nathan Meloon	" "	nmeloon@USLegalTeam.com
RUSH MARINE	Tony LANDRY	321 267 8100	tlandry@rushinc.com
RUSH MARINE	WILLIAM CHIVERS	321-267-8100	wchivers@rushinc.com
Robin Fisher	Robin C Fisher	321-268 2345	RobinCFisher66@AOL.com
City of Cocoa	Sherry Alexander		salexander@cocoafl.org
City of Cocoa	Diane Kozlak		dkozlaka@cocoafl.org
City of Cocoa	Rebecca Bowman		rbowman@cocoafl.org
City of Cocoa	Lora Howell	321-433-8611	LHowell@Cocoafl.org

Bid Protest Review Committee Meeting

Bid Name

Riverfront Promenade Overlook Improvement Project

BID NUMBER: B-20-08-COC **DATE/TIME:** January 6th, 2020 10:00AM

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
City of Cocoa	Matthew Fuhrer	321-433-8686	MFuhrer@cocoafl.org
" "	Gary Polster	321-433-8722	gpolster@cocoafl.org
City	John Titkanich	321-433-8737	jtitkanich@cocoafl.org
City of Cocoa	Frank Mirabito	433 8776	Fmirabito@cocoafl.org

Cit□of Cocoa
65 Stone St. I Cocoa, FL □□9□□
Phone□□□□1 □□□□□6□6 I Fa□□□□1 □□□□□690

Public Notice

Bid □B□□0□0□□COC Bid Protest Re□iew Committee □ Recommendation Meeting

Cocoa Cit□Hall, Cit□Council Chambers, 65 Stone Street, Cocoa, FL □□9□□

□anuar□6, □0□0
10□00 □M

1□ Bid □B□□0□0□□COC to be re□iewed and discussed.

□□ Please note that one or more Cit□Council members ma□be in attendance at this meeting.

For more information contact□

Heath Hancher
Purchasing Manager
Purchasing Department
Cit□of Cocoa
65 Stone St.
Cocoa, FL □□9□□
□□1 □□□□□□□□□
hhancher□ cocoafl.org

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Carie □. Sheal□, MMC, Cit□Cler□

PROTEST REVIEW MEETING - SIGN IN SHEET

BID NAME: Riverfront Promenade Overlook Improvement

BID NUMBER: B-20-08-COC **DATE/TIME: 12/30/2019 10:00 AM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	HEATH HANCHER	321-433-8833	HHANCHER@COCOAFL.ORG
CITY OF COCOA	DIANE KOZLAK	321-433-8844	DKOZLAK@COCOAFL.ORG
CCCI	JASON RAMUE	321.288.8049	JASON@CANAVERALCONSTRUCTION.COM
CANAVERAL CONSTRUCTION CO. INC.	MIKE HARKLOW	321.508.2116	MIKE@CANAVERALCONSTRUCTION.COM
Canaveral Construction	David Nash	321.403.5206	david@canaveralconstruction.com
City of Cocoa	Abigail Morgan	321-433-8910	amorgan@cocoafl.org
City of Cocoa	Bryant Smith	321-433-8771	bsmith@cocoafl.org
City of Cocoa	Katie Ennis	321-433-8722	kennis@cocoafl.org
City of Cocoa	Lora Howell	321-433-8611	lhowell@cocoafl.org
City of Cocoa	Matthew Fowler	321-433-8686	MFowler@cocoafl.org
City of Cocoa	Jamaine Ross	321.474.8445	Mross@cocoafl.org
City of Cocoa	JAKE Williams	321-474-6789	jawilliams@cocoafl.org
Garganese Weiss D'Agresta & Salzman	Kristin Eick	407-425-9566	Keick@orlandolaw.net

City of Cocoa Invitation to Bid

Sealed bids will be accepted at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, December 2nd, 2019** and will be publicly opened and read aloud at 3:30pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

The Riverfront Promenade Overlook
BID # B-20-08-COC
Documents available on DemandStar
November 1st, 2019

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid forms, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bids concerning this solicitation.

A mandatory Pre-Bid Conference will be held on November 15th, 2019 at 10:00am on the 3rd Floor Conference Room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida. A site visit will immediately follow the Pre-Bid Conference.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City. One or more of the City Council members may be present at the bid opening.

Publish in The Florida Today Public Newspaper on:

October 31st, 2019

Project Manual

Purchasing Division

COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS

BID NO. B-20-08-COC

November 1st, 2019

Table of Contents

1. Invitation to Bid 7
1.1. Bid Terms & Explanation 9
2. (Public Ad) City of Cocoa Invitation to Bid 11
2.1. Instructions to Bidders 12
2.1.1. Submission of Proposals 12
2.1.1. Delivery of Proposals 12
2.1.2. Submittal Requirements 12
2.1.3. Questions, Discrepancies or Omissions 13
2.1.4. Right to Reject 13
2.1.5. Correction or Withdrawal of Bids 13
2.1.6. Americans with Disabilities Act 13
2.1.7. Florida Prompt Payment Act 13
2.1.8. Period of Offer Validity 14
2.1.9. Alternatives / Substitutions or Clarification to Specifications 14
2.1.10. Bid Tabulation 14
2.1.11. Patents and Copyrights 14
2.1.12. Termination for Default 14
2.1.13. Familiarity with the work 15
2.1.14. Cooperative Purchase 15
2.1.15. Evaluation of Bid Award 15
2.1.16. Agreement Alternations 15
2.1.17. Quantities 15
2.1.18. Terms 16
2.1.19. Local Vendor Preference 16
2.1.20. Amend Proposal Bid 16
2.1.21. Public Records 16
2.1.22. Local Vendor Preference Affidavit 17
3. Scrutinized Company Certification 18
3.1. Florida Statutes, Sections 287.135 and 215.473 18
4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions) 20
4.1. Instructions for Certification (A) 20

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions) 21
5.1. Instructions for Certification (B) 22
6. Bidders Certification 24
7. Checklist for Sealed Bid 25
7.1. Preparation of Bids 25
7.2. Bid Check List 25
8. Bid Acknowledgement Form 27
9. Exceptions, Deviations or Clarifications to Specifications 30
10. Business References 31
11. Statement of Bidder's Qualifications 32
11.1. Listing of Subcontractors 35
12. Bid Bond 36
13. Non-Collusion Affidavit of Bidder 37
14. Drug Free Workplace Certification 38
15. Conflict of Interest Statement 39
16. Form of Agreement 41
16.1. Scope of Work – Article I 41
16.2. Commencement and Completion of Work - Article II 41
16.3. The Contract Sum - Article III 41
16.4. Progress Payments – Article VI 42
16.5. The Contract Documents – Article V 43
16.6. Liability Insurance – Article VI 44
16.7. Performance / Payment Bond – Article VII 46
16.8. Acceptance and Final Payment – Article VIII 46
16.9. Attorney Fees and Costs – Article IX 46
16.10. Fully Negotiated Agreement – Article X 47
16.11. Severability – Article XI 47
16.12. Venue and Governing Law – Article XII 47
16.13. Modification and Entire Agreement – Article XIII 47
16.14. Notices – Article XIV 47
16.15. Binding Effect – Article XV 47
16.16. Waiver – Article XVI 48
16.17. Independent Contractor – Article XVII 48
16.18. Change Orders – Article XVIII 48

16.19. Sovereign Immunity – Article XVIX 48
16.20. Default by Contractor – Article XX 48
16.20.1. Right to Revoke / Terminate 48
16.21. Termination – Article XXI 49
16.22. Indemnification – Article XXII 49
16.23. Corporate Representations by Contractor – Article XXIII 50
16.24. No Joint Venture – Article XXIV 50
16.25. Third Party Right – Article XXV 50
16.26. Assignment – Article XXVI 50
16.27. Designation of Project Manager - Article XXVII 51
16.28. Progress Meeting – Article XXVIII 51
16.29. Responsibilities of Contractor – Article XXIX 52
16.30. Prohibition Against Contingent Fees – Article XXX 52
16.31. Public Records – Article XXXI 53
16.32 Force Majeure – Article XXXII 53
16.33. FDOT Conflict of Interest Provisions – Article XXXIII **(NOT APPLICABLE)** 54
16.34. Inspector General - Article XXXIV 54
16.35. Federally Required Contract Clauses – Article XXXV 55
17. Corporate Principal Certificate 0
18. Performance and Payment Bond 1
19. Certificate of Liability Insurance 4
20. Affidavit Regarding Workmen's Compensation 5
21. Certificate of Insurance for Workmen's Compensation 6
22. Section 1K – Florida Trench Safety Act 7
(Certification and Discharge Statement Mandatory) 7
23. Davis-Bacon Act 8
24. Receipt and Release Liens 8
25. Consent of Surety for Final Payment 11
26. General Conditions 12
26.1. Article 1. DEFINITIONS 13
26.2. Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS 13
26.3. Article 3. DETAIL DRAWINGS AND INSTRUCTIONS 14
26.4. Article 4. COPIES OF DRAWINGS FURNISHED 14
26.5. Article 5. ORDER OF COMPLETION 14

26.6. Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK 14
26.7. Article 7. OWNERSHIP OF DRAWINGS 14
26.8. Article 8. CONTRACTOR'S UNDERSTANDING 15
26.9. Article 9. MATERIALS, APPLIANCES, EMPLOYEES 15
26.10. Article 10. ROYALTIES AND PATENTS 15
26.11. Article 11. SURVEYS, PERMITS, AND REGULATIONS 15
26.12. Article 12. PREOTECTION OF WORK AND PROPERTY 16
26.13. Article 13. INSPECTION OF WORK 16
26.14. Article 14. SUPERINTENDENT: SUPERVISION 16
26.15. Article 15. CHANGES IN THE WORK 17
26.16. Article 16. CLAIMS FOR EXTRA COST 17
26.17. Article 17. DEDUCTIONS FOR UNCORRECTED WORK 17
26.18. Article 18. DELAYS AND EXTENSIONS OF TIME 17
26.19. Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS 18
26.20. Article 20. SUSPENSION OF WORK 18
26.21. Article 21. THE CITY'S RIGHT TO REASSIGN WORK 18
26.22. Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT 18
26.23. Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT 19
26.24. Article 24. REMOVAL OF EQUIPMENT 19
26.25. Article 25. USE OF COMPLETED PORTIONS 20
26.26. Article 26. PAYMENTS WITHHELD 20
26.27. Article 27. SAFETY AND PROTECTION 20
26.28. Article 28. GUARANTY BONDS 20
26.29. Article 29. DAMAGES 21
26.30. Article 30. LIENS 21
26.31. Article 31. ASSIGNMENT 21
26.32. Article 32. PRECONSTRUCTION CONFERENCE 21
26.33. Article 33. SUBCONTRACTS 23
26.34. Article 34. POINTS AND INSTRUCTIONS 23
26.35. Article 35. PROJECT MANAGER'S STATUS 23
26.36. Article 36. PROJECT MANAGER'S DECISIONS 23
26.37. Article 37. ONE YEAR CORRECTION PERIOD 23
26.38. Article 38. LANDS FOR WORK 24
26.39. Article 39. CLEANING UP 24

26.40. Article 40. AMENDED PROPOSAL/BID 24
27. No Bid Response to Invitation to Bid 25
END OF BID PACKAGE 26

1. Invitation to Bid

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833	 INVITATION TO BID Bidder Acknowledgement FORM NO. 00019		
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: November 1, 2019	BID TITLE: **Cocoa Riverfront Park Promenade Improvements**	BID NUMBER: B-20-08-COC

BID SUBMITTAL DATE AND TIME: **December 2, 2019 at 3:00 p.m.**	BID OPENING TIME AND LOCATION: 3:30 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	Bids Received After Submittal Date and Time Will Not Be Accepted.

PRE BID LOCATION: Purchasing 3rd Floor Conference Room at City Hall, 65 Stone Street, Cocoa, FL 32922	TIME 10 am	DATE: November 15, 2019

BIDDER NAME:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
EMAIL ADDRESS:	TELEPHONE NO: FAX NO:
AUTHORIZED SIGNATURE (MANUAL):	TITLE:
TYPED/PRINTED NAME:	DATE:

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
□ Not enough bid response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bids to Municipalities □ Other: (please explain)	□ Received invitation by direct mail □ Viewed bid posting on Internet home page □ Read legal ad in newspaper □ Viewed through bid reporting service □ Other: (please explain)

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

1.1. Bid Terms & Explanation

a. SUBMISSION OF BIDS: All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on th e outside in the left-hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

b. EXECUTION OF BID/PROPOSAL: Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

c. BID OPENING: Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

d. BID TABULATION: Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left-hand corner bid/proposal tabulation response.

e. CLARIFICATION/CORRECTION OF BID ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

f. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. **Question cut-off date is November 22, 2019 at 5:00pm.**

g. PRICING: Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

h. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.

i. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

j. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.

k. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

l. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

m. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

n. If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To ensure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be biding itself to purchase by making an award.

o. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of

any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

p. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

q. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

r. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

s. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.

t. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.

u. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

v. WARRANTY: The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.

w. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.

x. All City of Cocoa permit fees are waived; vendor will be responsible for all State and County permit and impact fees.

y. DEFINITIONS:

I. BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

II. VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal.

2. (Public Ad) City of Cocoa Invitation to Bid

Sealed bids will be accepted at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, December 2, 2019** and will be publicly opened and read aloud at 3:30pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

Cocoa Riverfront Park Promenade Improvements

BID # B-20-08-COC
Documents available on DemandStar

1 November 2019

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid forms, may be obtained from DemandStar by visiting their web site at http://www.DemandStar.com, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bids concerning this solicitation.

A mandatory Pre-Bid Conference will be held on November 15, 2019 at 10:00am on the 3rd Floor Conference Room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida. A site visit will immediately follow the Pre-Bid Conference.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

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Publish in The Florida Today Public Newspaper on:

October 31st, 2019

2.1. Instructions to Bidders

2.1.1. Submission of Proposals

Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials, transportation, labor, equipment and performing all operations required for the completion of the work herein specified and instructed within the contract documents.

2.1.1. Delivery of Proposals

The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID # B-20-08-COC, Cocoa Riverfront Park Promenade Improvements** will be received until 3:00pm, **December 2, 2019** and addressed to **"Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922".** Bids will be opened at 3:30 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

A mandatory pre-bid conference is / is not required or scheduled on November 15, 2019 in the 3rd Floor conference room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

2.1.2. Submittal Requirements

Bidders shall submit their proposal in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive or CD furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

2.1.3. Questions, Discrepancies or Omissions

In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical or questions or questions about how to submit your bid, please contact Heath Hancher at (321) 433-8833 or email at hhancher@cocoafl.org.

2.1.4. Right to Reject

The City reserves the right to accept or reject any or all bids and may waive any informality in any proposal. Award of bid shall be made to the bidder that best serves the interest of the City of Cocoa, Florida.

2.1.5. Correction or Withdrawal of Bids

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

2.1.6. Americans with Disabilities Act

Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division at 65 Stone St., Cocoa, Florida 32922, office: (321) 433-8833, no later than seven (7) business days prior to the date on which the accommodation is required.

2.1.7. Florida Prompt Payment Act

As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or

party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

2.1.8. Period of Offer Validity

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.1.9. Alternatives / Substitutions or Clarification to Specifications

Any alternatives or substitutions are not permitted. Two (2) Bid Alternates are included on the Bid Form and the alternate work may be included in the awarded Contract at the sole discretion of the City. This section is also used to clarify anything that pertains to this Bid Package.

2.1.10. Bid Tabulation

Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at www.DemandStar.com under the documents section of the detail's menu for this bid.

2.1.11. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

2.1.12. Termination for Default

a. The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
b. The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
c. Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

d. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2.1.13. Familiarity with the work

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

2.1.14. Cooperative Purchase

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract in accordance with FS 287-042 (16) 2019.

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

2.1.15. Evaluation of Bid Award

The City reserves the right to award the Agreement to the lowest most responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

2.1.16. Agreement Alternations

No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by an authorized City official.

2.1.17. Quantities

The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The item quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

2.1.18. Terms

a. The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

b. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

c. All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

d. The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement. All City of Cocoa fees will be waived.

e. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

f. All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

2.1.19. Local Vendor Preference

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A five percent (5%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

2.1.20. Amend Proposal Bid

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

2.1.21. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, please contact the custodian of public records at main: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

2.1.22. Local Vendor Preference Affidavit

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

REQUESTS FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECEIPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

This program applies to Brevard County, Florida vendors / contractors only.

DO NOT COMPLETE THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM

Copy of local business tax receipt submitted ___ Yes ___No (must be attached to receive preference)

Name of Business _____

BY:

_____

Signature

3. Scrutinized Company Certification

3.1. Florida Statutes, Sections 287.135 and 215.473

This certification is required pursuant to Florida Statutes, Sections 287.135 and 215.473 As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    I. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
    II. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) _____

(Name of Vendor) _____

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

This certification form must be completed and included within bid response. Failure to submit this form as instructed shall render bid submittal non-responsive.

4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

4.1. Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant

f.

g. agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

h. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.1. Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

6. Bidders Certification

a. I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
b. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids;
c. I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa;
d. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid;
e. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

7. Checklist for Sealed Bid

7.1. Preparation of Bids

a. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
c. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
d. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
e. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
f. The official clock to be used for submitting any bid documents is located at the City Hall's lobby. Submittal time for this bid expires at **3:00 p.m**. on the date stated in these documents.

7.2. Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert		Description
Yes □		Bid envelope prepared as specified
Yes □		It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes □		Submitted in Duplicate as requested one (1) Original and (1) Copy
	Yes □	Section 1.0 Invitation to Bidders (Form 0019)
	Yes □	Section 2.1 Instructions to Bidders
	Yes □	Section 3.0 Scrutinized Company Certification
	Yes □	Section 4.0 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
	Yes □	Section 5.0 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
	Yes □	Section 6.0 Bidder's Certification
	Yes □	Section 7.0 Bid Form/Schedule of Unit Pricing
	Yes □	Section 8.0 Exceptions to Specifications
	Yes □	Section 9.0 Business References
	Yes □	Section 10.0 Statement of Bidders Qualifications

	Yes □	Section 11.0 Listing of Subcontractors
	Yes □	Section 12.0 Bid Bond
	Yes □	Section 13.0 Non-Collusion Affidavit
	Yes □	Section 14.0 Drug free workplace certification signed
	Yes □	Section 15.0 Conflict of Interest Statement
	Yes □	Section 16.0 Form of Agreement
	Yes □	Section 17.0 Corporate Principal Certificate
	Yes □	Section 18.0 Performance and Payment Bond
	Yes □	Section 19.0 Certificate of Liability
	Yes □	Section 27.0 No Bid Response to Invitation to Bid

8. Bid Acknowledgement Form

Proposal of _____
(Name)

_____
(Address)

To furnish all materials, service, equipment, and labor required, for **Cocoa Riverfront Park Promenade Improvements** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

= TOTAL BASE BID	$

_____Dollars
(Grand Total Written in words)

Bidder Agreement & Public Notary

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in thirty (30) days with completion in thirty-five (35) days from notice to proceed.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 027 General Conditions)

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 nine hundred and sixty-four dollars ($964.00) per calendar day.

(Authorized Signature)	Name of Business	Phone & Fax Number
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires

BID FORM

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

See Specification Section 01200 for additional information on each bid item.

Item Number	Item Description	Unit	Quantity	Unit Price	Total Price
1*	Mobilization/Demobilization, Insurance, Bonds*	LS	1	□	□
2	Level "A" Subsurface Utility Investigations	LS	1	□	□
3	Erosion and Sediment Control	LS	1	□	□
4	Demolition	LS	1	□	□
5	Electrical and Lighting	LS	1	□	□
6	Reinforced Concrete Wall and Piers	LS	1	□	□
7	Reinforced Concrete Overlooks	LS	1	□	□
8	Construct Utilities	LS	1	□	□
9	Landscape curb	LS	1	□	□
10	Landscaping & Irrigation	LS	1	□	□
11	Lighted Sign	LS	1	□	□
12	Survey and AutoCAD Format Record Drawings Provided by the Contractor	LS	1	□	□
13	Allowance	LS	1	□	□
			Total Base Bid Amount		
14	Additive Bid Alternate 1 – Alternate Landscaping	LS	1	□	□
15	Deductive Bid Alternate 2 – Use of Precast Overlook Elements	LS	1	□	□

*NOTE: Bid Item Number 1 cannot be more than 7% of the Total Base Bid Price.

Failure to complete the above will result in the bid being declared non-responsive.

9. Exceptions, Deviations or Clarifications to Specifications

Print or in legible hand writing detailed information below:

10. Business References

Bidder shall submit as a part of the bid package, three (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 2

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 3

Business Name	
Address	
Telephone Number	
Contact Person	

Optional Reference

Business Name	
Address	
Telephone Number	
Contact Person	

11. Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

a. Name of Bidder: _____

b. Permanent main office address: _____

c. When organized (Month/Year): _____

d. If a corporation, where incorporate (State): _____

e. How many years has business been engaged in the contracting business under your present firm or doing business as (DBA): _____

f. Past Performance (List past contracts of similar value and work previously awarded) :

Contract Name	**Contract No.**	**Customer**	**Value**	**Pop (Period of Performance)**	**Completion Date or On-Going**

g. General scope of services company provides:

h. Has business ever failed to complete any work awarded? Yes ☐ No ☐
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☐
If yes, please specify cause:

j. List major equipment as it pertains to performing on this contract:
(Specify if equipment is owned, leased, subleased or third-party provided.)

k. Provide an example of construction work similar in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

l. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience

m. Credit available: $ _____

n. Give bank reference: _____

o. Is business able to provide a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

11.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
Full name and address or legal title of contractor
_____ as Principal, and _____
Full name and address or legal title of Surety _____ of the City of COCOA
State of FLORIDA , a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of
_____ Dollars ($_____)
Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **Bid No. B-20-08-COC,** for the performance of:

The Riverfront Promenade Overlook

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2_____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal) (Seal)

_____

(Witness)

_____

(Title)

_____

(Address)

_____

(Surety) (Seal)

_____

(Witness)

_____

(Title)

_____

(Address)

13. Non-Collusion Affidavit of Bidder

State of Florida

County of _____ , being first duly sworn, deposes and says that:

He / She is _____ of _____, the Bidder that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public

Print Name:_____

My Commission expires:

Personally Known
Or
Produced Identification

14. Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
(Company)

_____
(Signature & Title)

15. Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office in
_____ and principal office in _____.
City and State City and State

The above-named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa

Cocoa Riverfront Park Promenade Improvements

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

(Authorized Signature)	Name of Business	Phone & Fax Number
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

16. Form of Agreement

This Agreement made and entered into on the _____ day of _____, 20____ by and between _____ _____ , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of _____, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

16.1. Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents. A detailed Project Schedule is provided in Appendix A and Technical Specifications Package is provided in Appendix B as the base point of reference for this project requirement.

16.2. Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 135 days and totally complete all work in its entirety within 155 days of Notice to Proceed or Purchase Order.
The City anticipates issuing the Notice to Proceed by January 6, 2020. The work must be substantially complete by June 1, 2020 and totally complete in its entirety by June 20, 2020. The City holds a major event in the park on July 4th weekend and all work shall be complete and the area cleaned to allow preparation for that event.
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.
All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

16.3. The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ $_____
(Written in Words) (In Figures)

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

16.4. Progress Payments – Article VI

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. 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. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

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

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

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

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

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

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

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

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

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

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

16.5. The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in

any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor's Bid Submittal

g. [OTHER]

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

16.6. Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

16.7. Performance / Payment Bond – Article VII

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

16.8. Acceptance and Final Payment – Article VIII

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

16.9. Attorney Fees and Costs – Article IX

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to

recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

16.10. Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

16.11. Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

16.12. Venue and Governing Law – Article XII

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

16.13. Modification and Entire Agreement – Article XIII

This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

16.14. Notices – Article XIV

Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

16.15. Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

16.16. Waiver – Article XVI

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

16.17. Independent Contractor – Article XVII

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

16.18. Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

16.19. Sovereign Immunity – Article XVIX

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. Contractor 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.

16.20. Default by Contractor – Article XX

16.20.1. Right to Revoke / Terminate

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

16.21. Termination – Article XXI

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

16.22. Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits

and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

This indemnification shall survive the termination of this Agreement.

16.23. Corporate Representations by Contractor – Article XXIII

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

16.24. No Joint Venture – Article XXIV

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

16.25. Third Party Right – Article XXV

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

16.26. Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

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

16.27. Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

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

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

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

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

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

16.28. Progress Meeting – Article XXVIII

City’s Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City’s Project Manager.

16.29. Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

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

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

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

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

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

16.30. Prohibition Against Contingent Fees – Article XXX

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16.31. Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16.32 Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

16.33. FDOT Conflict of Interest Provisions – Article XXXIII **(NOT APPLICABLE)**

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

A. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.
C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

F. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

16.34. Inspector General - Article XXXIV

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate

with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

16.35. Federally Required Contract Clauses – Article XXXV

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B**.** *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H**.** *Access to Records*

The following access to records requirements applies to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I**.** *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. *Compliance with the Davis-Bacon Act*

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. *Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR
Signed and sealed by the Contractor in the presence of:

BY:_____
(Contractor)
ATTEST:_____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY_____
(City Manager)
ATTEST_____

17. Corporate Principal Certificate

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____

Signature Title

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

18. Performance and Payment Bond

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

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	**Cocoa Riverfront Park Promenade Improvements**
Project Address:	430 Delannoy St, Cocoa FL 32922
Legal Description:	**Parcel ID 24-36-33-06-*-11**
Bid Number:	B-20-08-COC

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

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

of $ _____, for payment of which we bind

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

CONDITIONS OF THIS BOND if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for Sidewalk Improvements as specified for the Dixon Blvd and Forrest Ave location as the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and

b. Promptly makes payments to all claimants, as defined in section 255.05 (1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and

c. Pays Owner all losses, damages, expenses, cost and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, and shall remedy any defects in the work due to faulty materials or workmanship or failure to properly maintain during the length of the Contract, and pay for all damage to other work, person, or property resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

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

CONTRACTOR AS PRINCIPAL
Company:

_____
(Corporate Seal)

Signature_____

Title_____

SURETY
Company:

_____
(Corporate Seal)
Signature_____

Title_____

APPROVED as to form and execution:

BY _____
Attorney to Board of
City Council Members
City of Cocoa, Florida

Any claims under this bond may
be addressed to:
(Name and Address of Surety):

_____

_____

_____

_____

Phone _____

Telephone Number
Name and Address of
agent or Representative
in Florida if Different from above

_____

_____

_____

_____

Phone _____

19. Certificate of Liability Insurance

Insert business' current liability insurance certificate.

20. Affidavit Regarding Workmen's Compensation

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

21. Certificate of Insurance for Workmen's Compensation

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workmen's Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

22. Section 1K – Florida Trench Safety Act

(Certification and Discharge Statement Mandatory)

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Item	Trench Safety Measure Description	Unit of Measure	Unit	Unit Cost	Extended Cost
A						
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

_____

Name of Firm

_____

Authorized Signature

Date: _____

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive**.**

23. Davis-Bacon Act

Bidder acknowledges that all work commenced with this contract will adhere to Appendix II, 2 CFR 200 Davis Bacon Act as amended (40 U.S.C. 3141-3148):

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

24. Receipt and Release Liens

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned _____ of _____ was heretofore, on _____, 2_____, award a Contract by _____ for the Contract Price of $_____ to furnish all the materials and labor in the construction of a project entitled: **The Riverfront Prominade Overlook.**

in accordance with the plans and specifications therefore, as prepared by City of Cocoa, and the undersigned has completed said work and fully complied with said Contact and has heretofore received the sum of $ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements.

Contractor

_____

Witnessed by

_____

by

_____

Title
State of:
County of:

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the _____ day of _____, A.D., 2 _____.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

_____

Notary Public

Print Name:_____

My Commission expires:

25. Consent of Surety for Final Payment

Project Name _____

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract $_____

Amount of Contract _____
(In Words)

_____
_____ (Dollars)

In accordance with the provisions of the above-named contract between the Owner and the Contract, the following named surety:
_____
_____
_____
_____ on the Payment Bond the following named
Contractor:_____
_____
_____
_____ hereby approves of final payment to the contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

_____ day of _____ 20_____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix Corporate Seal)

_____
(Title)

26. General Conditions

Article	Title
1	Definitions
2	Execution, Correlation and Intent of Documents
3	Detail Drawings and Instructions
4	Copies of Drawings Furnished
5	Order of Completion
6	Drawings and Specifications on the Work
7	Ownership of Drawings
8	Contractor's Understanding
9	Materials, Appliances, Employees
10	Royalties and Patents
11	Survey's, Permits and Regulations
12	Protection of Work and Property
13	Inspection of Work
14	Superintendent: Supervision
15	Changes in Work
16	Claims for Extra Cost
17	Deductions for Uncorrected Work
18	Delays and Extensions of Time
19	Corrections of Work Before Final Payments
20	Suspension of Work
21	City's Right to Reassign Work
22	City's Right to Terminate Contract
23	Contractor's Right to Stop Work or Terminate Contract
24	Removal of Equipment
25	Use of Completed Portions
26	Payments Withheld
27	Contractor's Liability Insurance
28	Indemnity
29	Safety and Protection
30	Guaranty Bonds
31	Damages
32	Liens
33	Assignment
34	Preconstruction Conference
35	Subcontracts
36	Points and Instructions
37	Project Manager's Status
38	Project Manager's Decision
39	One Year Correction Period
40	Lands for Work
41	Clean Up

42	Amended Proposal / Bid

26.1. Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm of to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it 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.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

26.2. Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. 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 Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

A. FORM OF AGREEMENT
B. PROPOSAL
C. SPECIAL PROVISIONS
D. INSTRUCTIONS TO BIDDERS
E. GENERAL CONDITIONS
F. TECHNICAL PROVISIONS
G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

26.3. Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The 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.

26.4. Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

26.5. Article 5. ORDER OF COMPLETION

The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

26.6. Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

26.7. Article 7. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

26.8. Article 8. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself 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 this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

26.9. Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor 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 Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

26.10. Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

26.11. Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor 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 Contractor. All City of Cocoa fees will be waived.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he 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 Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

26.12. Article 12. PREOTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

26.13. Article 13. 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 his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

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

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

26.14. Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work 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 Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

If the Contractor, 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 his 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 Contractor's risk. Neither party shall employ or hire any employees of the other party without his consent.

26.15. Article 15. 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. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum 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 Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (C), he shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes will be made on the Project Manager's estimate.

26.16. Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof with 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 Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

26.17. Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

26.18. Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or

by any cause which the Project Manager may decide to justify the delay, then the time of completion may be extended for such reasonable time as the Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefor is made in writing to the 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 weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

26.19. Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor 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 Contractor. If the Contractor 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 Contractor.

26.20. Article 20. SUSPENSION OF WORK

The City may at any time suspend the work, or any part thereof by giving five (5) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

26.21. Article 21. THE CITY'S RIGHT TO REASSIGN WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

26.22. Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due

or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due

or to become due to the Contractor, or if he should persistently or repeatedly refuse

or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials,

or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances,

or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right

or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient.

In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor.

If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

26.23. Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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 Contractor or if anyone employed by him, or if the 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 Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

26.24. Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his 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 Contractor, and the City shall have the right to store such equipment and

supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

26.25. Article 25. 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 Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

26.26. Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself 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 Contractor to make payment properly to subcontractors or for materials or labor.
d. The 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.

26.27. Article 27. SAFETY AND PROTECTION

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a. All employees on the Work 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 site.
c. Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa 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 their subcontractors with those same standards.

26.28. Article 28. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising

thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

26.29. Article 29. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable with 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.

26.30. Article 30. 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 Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor 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 Contractor shall have the right to receive the final payment due under the contract, the Contractor 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 Contractor before he 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 Contractor 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 City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

26.31. Article 31. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

26.32. Article 32. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held 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, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

26.33. Article 33. SUBCONTRACTS

The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

26.34. Article 34. POINTS AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the 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.

26.35. Article 35. PROJECT MANAGER'S STATUS

The 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 insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

26.36. Article 36. PROJECT MANAGER'S DECISIONS

The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

26.37. Article 37. ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of substantial completion 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 Contractor 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 site and replace it with no defective work.

If the Contractor 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 Contractor.

26.38. Article 38. LANDS FOR WORK

The City will provide access to the lands upon which the work under this contract is to be done.

26.39. Article 39. CLEANING UP

The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

26.40. Article 40. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

27. No Bid Response to Invitation to Bid

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # B-20-08-COC

Cocoa Riverfront Park Promenade Improvements

OPENING DATE**: December 2, 2019**
OPENING TIME**: 3:30 p.m.**

REASON FOR NOT BIDDING: _____

_____

_____

_____

_____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

END OF BID PACKAGE

DESIGN PLANS

COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS

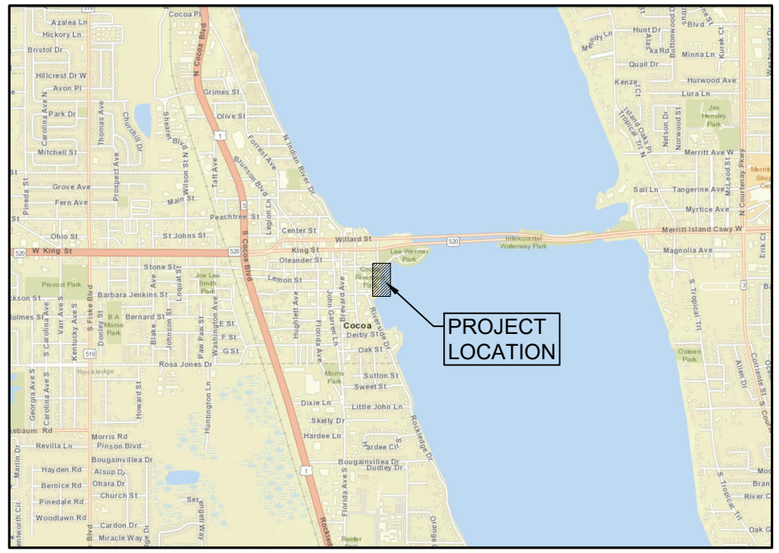
FOR THE

CITY OF COCOA

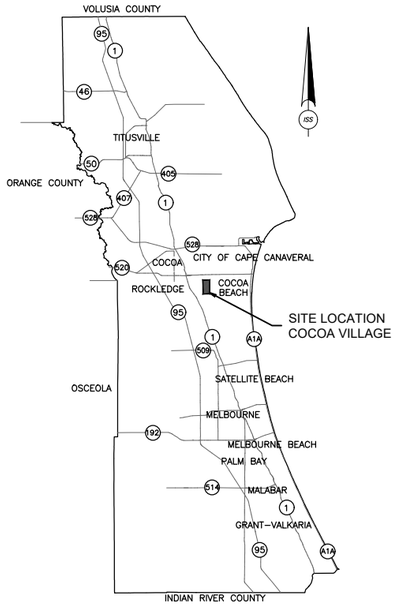


KEY MAP

RELEASED FOR BID
OCTOBER 2019



LOCATION MAP
SCALE: 1:1/2 MILE



VICINITY MAP
NOT TO SCALE

INFRASTRUCTURE SOLUTION SERVICES

7185 Murrell Road, Suite 101
Melbourne, Florida 32940
Phone: (321) 622-4646 FAX (321) 256-5088
EB# 29992

City Council

Jake Williams, Jr.	Mayor
Brenda Warner	Deputy Mayor - District 2
Alex Goins	Council Member - District 1
Don Boisvert	Council Member - District 3
Lorraine Koss	Council Member - District 4

NOT RELEASED FOR CONSTRUCTION

SHEET INDEX

NO.	SHEET	SHEET TITLE
01	CV-1	COVER SHEET
02	G-01	SHEET INDEX
03	G-02	CIVIL LEGEND
04	G-03	ABBREVIATIONS
05	G-04	GENERAL NOTES
06	G-05	EXISTING CONDITIONS STA.1+00.00 TO STA.3+00.00
07	G-06	EXISTING CONDITIONS STA.3+00.00 TO STA.5+00.00
08	G-07	EXISTING CONDITIONS STA.5+00.00 TO STA.7+05.66
09	D-01	DEMOLITION PLAN STA.1+00.00 TO STA.3+00.00
10	D-02	DEMOLITION PLAN STA.3+00.00 TO STA.5+00.00
11	D-03	DEMOLITION PLAN STA.5+00.00 TO STA.7+05.66
12	C-01	CIVIL SITE PLAN STA.1+00.00 TO STA.3+00.00
13	C-02	CIVIL SITE PLAN STA.3+00.00 TO STA.5+00.00
14	C-03	CIVIL SITE PLAN STA.5+00.00 TO STA.7+05.66
15	C-04	GRADING PLAN STA.1+00.00 TO STA.3+00.00
16	C-05	GRADING PLAN STA.3+00.00 TO STA.5+00.00
17	C-06	GRADING PLAN STA.5+00.00 TO STA.7+05.66
18	C-07	UTILITY PLAN STA.1+00.00 TO STA.3+00.00
19	C-08	UTILITY PLAN STA.3+00.00 TO STA.5+00.00
20	C-09	UTILITY PLAN STA.5+00.00 TO STA.7+05.66
21	C-10	EROSION CONTROL PLAN
22	C-11	BID ADD ALTERNATE PLAN
23	CD-01	OVERLOOK PLATFORM PLAN
24	CD-02	OVERLOOK PLATFORM SECTIONS
25	CD-03	SIGN WALL PLAN AND PROFILE
26	CD-04	WALL PLANS AND SECTIONS
27	CD-05	PIER AND CIVIL DETAILS
28	CD-06	EROSION AND SEDIMENTATION CONTROL DETAILS
29	E-01	ELECTRICAL NOTES AND LEGENDS
30	E-02	ELECTRICAL SITE PLAN
31	E-03	ELECTRICAL EQUIPMENT ARRANGEMENT
32	E-04	OVERLOOK LIGHTING
33	E-05	WALL RECEPTACLES
34	E-06	RECEPTACLE ARRANGEMENT
35	E-07	LIGHT POST ARRANGEMENTS
36	L-1	LANDSCAPE PLAN
37	L-2	LANDSCAPE PLAN
38	L-3	LANDSCAPE PLAN AND PLANT LIST
39	L-4	LANDSCAPE PLAN AND PLANT LIST - ADD ALTERNATE
40	L-5	LANDSCAPE SPECIFICATIONS AND DETAILS
41	IR-1	IRRIGATION PLAN
42	IR-2	IRRIGATION PLAN
43	S-01	STRUCTURAL PLAN - OVERLOOK PLATFORM
44	S-02	STRUCTURAL PLAN - WALL AND PIERS

THOMAS M. VILL, P.E.
#71186

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REVISIONS

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DRAWING TITLE:
SHEET INDEX
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
N.T.S.	TMV

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02 OF 44

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G-01

10/22/2019 5:30:42 PM

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	EXISTING	PROPOSED
CABLE TV		
CABLE TV POLE		
CABLE TV PEDESTAL	CT	CT
OVERHEAD CABLE TELEVISION	CTV CTV	CTV CTV
UNDERGROUND CABLE TELEVISION	UCTV UCTV	UCTV
ELECTRICAL		
CIRCUIT BREAKER PANEL	CBP	CBP
HANDHOLE	HH	
MANHOLE	E	E
OUTLET		
PEDESTAL	PP	PP
TRANSFORMER BOX	E	E
METER	EM	EM
POWER POLE		
TRANSFORMER TOWER		
OVERHEAD ELECTRIC	E E	E E
UNDERGROUND ELECTRIC	UE UE	UE UE
GAS		
VENT	VT	VT
BLOW OFF	BO	BO
FILLER PIPE	R	R
MANHOLE	G	G
METER	GM	GM
STOP BOX		
SHUTOFF VALVE	GV	GV
GAS	G G	G G
MONUMENTS		
IRON (FOUND)	IR	
IRON (SET)	IR	
BENCH MARK	BM	
BRASS PLATE		
CONCRETE NAIL	CN	
DRILL HOLE	DH	
GOVERNMENT CORNER		
GPS MONUMENT	GPS	
IRON PIPE	IP	
MONUMENT BOX	BOX	
MONUMENT		
MERE STONE	MS	
NGS MONUMENT	NGS	
NAIL & TAG	N&T	
PINCH IRON	PI	
PK NAIL	PK	
RAILROAD SPIKE	RS	
RIGHT-OF-WAY MARKER	R/W	
SPIKE	SPK	
SHIPS SPIKE		
T-IRON	IRON	
TEMPORARY BENCHMARK		
CROSS CUT		
CROSS CUT IN MONUMENT		
WOOD STAKE	WS	
OVERHEAD UTILITIES		
DEADMAN ANCHOR	DA	DA
FLOOD LIGHT		
GUY WIRE ANCHOR	GA	GA
GUY POLE	GP	GP
LAMP POLE		
METAL LIGHT POLE		
ORNAMENTAL LIGHT		
POLE BOX		
POWER & LIGHT POLE		
POWER & TELEPHONE POLE		
TELE, CTV, PWR & LIGHT POLE	TCP	TCP
TELE, CTV, & POWER POLE	TCP	TCP
TELE, & CTV POLE		
TELE, CTV, & LIGHT POLE		
TELE,. & LIGHT POLE		
TELE, POWER, & LIGHT POLE		
UTILITY POLE		
OVERHEAD CABLE TV & TELEPHONE	CTV&T	
OVERHEAD ELECTRIC & CABLE TV	E&CTV	
OVERHEAD ELECTRIC, CABLE TV AND TELEPHONE	E&CTV&T	

	EXISTING	PROPOSED
SANITARY SEWER		
CLEAN OUT	CO	CO
PUMPSTATION MANHOLE		
SANITARY MANHOLE	S	S
SEPTIC TANK		
SEWER VENT	SV	SV
SEWER VALVE	SV	
FORCEMAIN	FM FM	FM FM
SANITARY SEWER	SN SN	SN SN
SITE (MISCELLANEOUS)		
ABANDON ITEM		ABN
ACCESSIBLE SYMBOL		
ADJUST ITEM		ADJ
FINISH GRADE		1234.56 1234.56
FLOW ARROW		
PARKING COUNT		1
RECONSTRUCT ITEM		REC
RELOCATE ITEM		REL
REMOVE ITEM		REM
SLOPE LABEL		1.00%
SPOT GRADE		1234.56
FLOOD LIGHT		
LAMP POLE		
LIGHT POLE (SINGLE LAMP)		
LIGHT POLE (DOUBLE LAMP 180°)		
LIGHT POLE (DOUBLE LAMP 90°)		
LIGHT POLE (THREE LAMP)		
LIGHT POLE (FOUR LAMP)		
ORNAMENTAL LIGHT POLE		
METAL LIGHT POLE		
STORM SEWER/DRAINAGE		
CATCH BASIN (ROUND GRATE)		
CATCH BASIN (SQUARE GRATE)		
CISTERN		
BOX CULVERT		
CULVERT HEADWALL		
CULVERT END SECTION		
DOWN SPOUT	DS	DS
ROUND INLET		
RECTANGULAR INLET		
STORM MANHOLE		
STORM SEWER STUB		
DITCH CENTERLINE		
FLOOD PLAIN	FLP	FLP
STORM SEWER	ST ST	
TELEPHONE		
TELEPHONE POLE		
TELEPHONE MANHOLE		
TELEPHONE PEDESTAL	TP	TP
COMMUNICATIONS HANDHOLE		
FIRE CALL	FC	FC
POLICE CALL	PC	PC
TELEPHONE PULL BOX		
OVERHEAD TELEPHONE	T T	T T
UNDERGROUND TELEPHONE	C C	COM
SURVEY FEATURES		
AIR CONDITION UNIT UNIT	AC	
ANTENNA		
BASKET BALL POST	BP	
BATTERY BOX		
BILLBOARD SIGN BASE	SGNB	
CAMERA TOWER		
CLIMBING BARS		
COLUMN	COL	
FENCE CORNER		
FILL PORT		
FLAG POLE	FP	
FOUNTAIN		
GAS PUMP		
GAS TANK (UNDERGROUND)	GT	
HEAT PUMP		

	EXISTING
SURVEY FEATURES (CONT.)	
HIGHWAY DELINEATOR	HD
LIGHT POLE BASE	
MAIL BOX	MB
MONITORING WELL	MWELL
NEWSPAPER BOX	NB
OIL WELL	OW
PARKING METER	PM
PIER	PIER
PILING	PL
POST (ROUND)	P
POST (SQUARE)	
ROCK	ROCK
RAILROAD SIGNAL	
SATELLITE DISH	
SIGN	SIGN
SIGN POST	S
SLIDE END	
SLIDE STEPS	
SPRINKLER HEAD	SH
SPRINKLER JUNCTION BOX	JB
STATUE	
TRAFFIC SIGNAL	
UNDERGROUND MARKER	M
U/G MARKER CABLE	M-C
U/G MARKER ELECTRIC	M-E
U/G MARKER FIBER OPTIC	M-FO
U/G MARKER GAS	M-G
U/G MARKER TELEPHONE	M-T
VOLLEY BALL POST	VP
WOOD STAKE	WS
UNDERGROUND UTILITIES	
FIBER OPTIC MARKER	FO
UTILITY MANHOLE	
FIBER OPTIC VAULT	FO
FIBER OPTIC	FO FO
OIL	OIL OIL
UNDERGROUND CTV & TELEPHONE	UCTV&T
UNDERGROUND ELEC. & CABLE TV	UE&CTV
UNDERGROUND ELEC. & TELEPHONE	UE&T
UNDERGROUND ELECTRIC, CABLE TV AND TELEPHONE	UE&CTV&T
VEGETATION	
BUSH/SHRUB	
MAGNOLIA TREE	
OAK TREE	
PALM TREE	
PINE TREE	
UNKNOWN TREE	
STUMP	
BRUSH LINE	
EDGE OF WOODS	
HEDGE	
TREE ROW	

	EXISTING	PROPOSED
WATER (DOMESTIC)		
BACKFLOW PREVENTER		
BLOW-OFF VALVE		
FAUCET	WF	WF
FIRE CONTROL VALVE		
FIRE DEPARTMENT CONNECTION		
FIRE HYDRANT		
GATE VALVE & BOX		
GATE VALVE & WELL		
INDICATOR VALVE POST		
METER		W
METER PIT	MP	MP
VALVE		
WATER LINE STUB	WLS	
WATER TOWER BASE	WATER TOWER	
WELL	W	WE
SHUT OFF VALVE	WSO	WSO
DOMESTIC WATER	W W	
WATER (MISCELLANEOUS)		
RECLAIM WATER GATE VALVE	REC	REC
SPRINKLER HEAD	SH	
SPRINKLER JUNCTION BOX	JB	
IRRIGATION CONTROL VALVE		
RECLAIM WATER	REC	REC
LINE WORK		
BOUNDARY LINE		
BUILDING		
BUILDING SETBACK		
CHAIN LINK FENCE	X X X	X X X
FIELD	F F	
GARDEN	GD GD	
GRAVEL		
GUARDRAIL		
LANDSCAPE	LS LS	
ORNAMENTAL FENCE		
PROPERTY LINE		
RAILROAD TRACK CENTERLINE		
RIGHT OF WAY	R/W	
SECTION LINE		
SHORE LINE		
SILT FENCE		
TO BE DEMOLISHED		
TOP OF BANK		
UTILITY/DRAINAGE EASEMENT		
WALL		
WETLAND		
WOOD FENCE		

PATTERNS	EXISTING	PROPOSED
CONCRETE		
GRAVEL		
PAVEMENT		
HEAVY DUTY PAVEMENT		
EARTH (CROSS SECTION)		
ADA DETECTABLE WARNING		
CONCRETE REMOVAL		
PAVEMENT REMOVAL		

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NO.	DATE:	REVISIONS	DESCRIPTION

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DRAWING TITLE: CIVIL LEGEND
PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
N.T.S.	TMV

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10/22/2019 5:30:47 PM

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AB	ABANDON OR ABANDONED
AC	ACRE
ACCMP	ASPHALT COATED CORRUGATED METAL PIPE
ACP	ASBESTOS CEMENT PIPE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AL	ALUMINUM
ALT	ALTERNATE
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
ARVV	AIR RELEASE VACUUM VALVE
ASPH	ASPHALT
ASSY	ASSEMBLY
AVE	AVENUE
AUTO	AUTOMATIC
BCV	BALL CHECK VALVE
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
℄	BASE LINE
BLDG	BUILDING
BLK	BLOCK
BM	BENCH MARK
BOC	BACK OF CURB
BOT	BOTTOM
BOS	BOTTOM OF STRUCTURE
BRG	BEARING
BS	BLACK STEEL PIPE
BYP	BYPASS
BSP	BACTERIOLOGICAL SAMPLING POINT
CATV	CABLE TELEVISION
CB	CATCH BASIN
CBS	CONCRETE BLOCK STRUCTURE
℄	CENTER LINE
CFM	CUBIC FEET PER MINUTE
C&G	CURB AND GUTTER
CIP	CAST IRON PIPE
CIR	CIRCUIT
CJ	CONSTRUCTION JOINT
CL	CLASS
CLAY	CLAY PIPE
CLF	CHAIN LINK FENCE
CLR	CLEAR/CLEARANCE
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
CMU	CONCRETE MASONRY UNIT
CND	CONDUIT
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCT / CONSTRUCTION
CONT	CONTINUOUS
COORD	COORDINATE
COR	CORNER
CPLG	COUPLING
CPP	CORRUGATED PLASTIC PIPE
CPVC	CHLORINATED POLYVINYL CHLORIDE
CULV	CULVERT
CY	CUBIC YARD
CYL	CYLINDER
CU FT	CUBIC FEET
CU IN	CUBIC INCHES
CV	CHECK VALVE
D	DRAIN
DBL	DOUBLE
DET	DETAIL
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
DR	DRIVE
DWG	DRAWING
D/W	DRIVEWAY

E	EAST
EA	EACH
ECC	ECCENTRIC
ECMP	ELLIPTICAL CORRUGATED METAL PIPE
EF	EFFLUENT (FINAL)
EFF	EFFLUENT
EL	ELEVATION
ELEC	ELECTRIC / ELECTRICAL
ELP	ELLIPTICAL
ENC	ENCASEMENT
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EQUIP	EQUIPMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EST	ESTIMATE / ESTIMATED
EW	EACH WAY
EXIST	EXISTING
EXP	EXPANSION
FAB	FABRICATE
FAC	FLANGED ADAPTER COUPLING
FCV	FLOW CONTROL VALVE
FD	FLOOR DRAIN
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FIG	FIGURE
FIN	FINISH
FL	FLOW LINE
FL	FLOOR / FLOOR LINE
FLG	FLANGE
FM	FORCE MAIN
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FEET / FOOT
FTG	FOOTING
FUT	FUTURE
FV	FOOT VALVE
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GAS	GAS MAIN
GND	GROUND
GPD	GALLONS PER DAY
GPM	GALLONS PER MINUTE
GR	GRADE
GSP	GALVANIZED STEEL PIPE
GSR	GROUND STORAGE RESERVOIR
GV	GATE VALVE
HB	HOSE BIBB
HD	HEAVY DUTY
HDPE	HIGH DENSITY POLYETHYLENE
HOA	HAND / OFF / AUTO
HORIZ	HORIZONTAL
HP	HORSEPOWER
HR	HOUR
HT	HEIGHT
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
HYDR	HYDRAULIC
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCHES
INF	INFLUENT
INT	INTERSECTION
INV	INVERT
IP	IRON PIPE
IRR	IRRIGATION
JB	JUNCTION BOX
JT	JOINT
LAT	LATERAL
LB	LICENSED BUSINESS
LBS	POUNDS
LS	LIFT STATION
LT	LIGHT POLE
LT	LEFT

MATL	MATERIAL
MAX	MAXIMUM
ME	MITERED END
MECH	MECHANICAL
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MCC	MOTOR CONTROL CENTER
MJ	MECHANICAL JOINT
MON	MONUMENT
MWL	MEAN WATER LEVEL
N	NORTH
N/A	NOT APPLICABLE
NC	NORMALLY CLOSED
N&D	NAIL AND CAP
NE	NORTHEAST
NO.	NUMBER
NO	NORMALLY OPEN
NOM	NOMINAL
NPT	NATIONAL PIPE THREAD
NRS	NON-RISING STEM
NS	NEAR SIDE
NTS	NOT TO SCALE
NW	NORTHWEST
NY	NYLON TUBING
OC	ON CENTER
OD	OPEN DRIPOFF
ODP	OUTSIDE DRIP PROOF
OF	OUTSIDE FACE
OH	OVERHEAD
OPP	OPPOSITE
OPT	OPTIONAL
PC	POINT OF CURVATURE
PCM	PERMANENT CONTROL MONUMENT
PE	POLUYETHYLENE
PEP	POLYETHYLENE
PG	PRESSURE GAUGE
PI	POINT OF INTERSECTION
(P)	PLAT REFERENCE
PL	PLATE
PLASTIC	PLASTIC PIPE
POLY	POLYETHYLENE-LINED DUCTILE IRON
POB	POINT OF BEGINNING
POJ	PUSH ON JOINT
PP	POWER POLE
PPM	PARTS PER MILLION
PRESS	PRESSURE
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PS	PUMP STATION
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE PIPE
PVMT	PAVEMENT
PWR	POWER
Q	FLOW RATE

R	RADIUS
RBH	RUBBER HOSE
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RE	RIM ELEVATION
RED	REDUCER
REBAR	REINFORCING STEEL
REF	REFERENCE
REINF	REINFORCE / REINFORCED
REM	REMOVE / REMOVABLE
REQD	REQUIRED
RIV	RIVETED
RJ	RESTRAINED JOINT
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RV	RELIEF VALVE
R/W	RIGHT-OF-WAY
RWW	RAW WASTE WATER
S	SOUTH
S=	SLOPE (FT/FT)
SAN	SANITARY
SCHED	SCHEDULE
SE	SOUTHEAST
SEC	SECTION
SGL	SINGLE
SHLD	SHOULDER
SHT	SHEET / SHEETING
SIG	SIGNAL
SIM	SIMILAR
SLV	SLEEVE
SM	SHEET METAL
SOF	SOFFIT
SOLV	SOLENOID VALVE
SP	SAMPLING POINT
SPCG	SPACING
SPEC	SPECIFICATION
SPRT	SUPPORT
SQ	SQUARE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
STK	STAKE
STL	STEEL
STLP	STEEL PIPE
STR	STRAIGHT
STRUCT	STRUCTURAL
STS	STORM SEWER
SURF	SURFACE
SVC	SERVICE
SW	SOUTHWEST
SYM	SYMMETRICAL

TAN	TANGENT
T&B	TOP AND BOTTOM
TBM	TEMPORARY BENCH MARK
TE	TOTALLY ENCLOSED
TEFC	TOTALLY ENCLOSED, FAN COOLED
TEL	TELEPHONE
TEMP	TEMPORARY / TEMPERATURE
TENV	TOTALLY ENCLOSED, NON-VENTILATED
THD	THREAD / THREADED
THK	THICK
TNO	TURNOUT
TOB	TOP OF BANK
TOC	TOP OF CURB
TOM	TOP OF MUCK
TOS	TOE OF SLOPE
TOT	TOTAL
TS	TUBE STEEL
TV	TELEVISION
TYP	TYPICAL
UD	UNDERDRAIN
UG	UNDERGROUND
UGP	UNDERGROUND POWER
ULT	ULTIMATE
UON	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UST	UNDERGROUND STORAGE TANK
UTIL	UTILITY
UN	UNION
VAC	VACUUM
VAR	VARIES
VB	VALVE BOX
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VEL	VELOCITY
VERT	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VFC	VERTICAL POINT OF CURVATURE
VOL	VOLUME
W	WEST
W/	WITH (COMBINED FORM)
WC	WALL CLEANOUT
WF	WIDE FLANGE
WG	WATER GAUGE
WHC	WELDED HALF COUPLING
WL	WATER LINE
WM	WATER MAIN
W/O	WITHOUT
WP	WATERPROOF
WS	WATER SURFACE
WSP	WELDED STEEL PIPE
WT	WEIGHT
WTP	WATER TREATMENT PLANT
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
WWTP	WASTEWATER TREATMENT PLANT
YD(S)	YARD(S)
YR	YEAR

NO.	DATE:	DESCRIPTION
		REVISIONS

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DRAWING TITLE:
ABBREVIATIONS
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.: COC013	PROJ. MGR.: TMV
DATE: 06/28/2019	DRWN. BY: MBH
SCALE: NA	CHKD. BY: TMV
DRAWING NO.: 04 OF 44	
SHEET NO.: G-03	

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GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COCOA UTILITIES TECHNICAL PROVISIONS AND STANDARD DETAILS.
2. IN THE EVENT OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE MORE STRINGENT PROVISIONS SHALL GOVERN.
3. THE SPECIFICATIONS AND DRAWINGS FOR THIS WORK HAVE BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICE TO MEET MINIMUM REQUIREMENTS OF THE LATEST EDITION OF THE BUILDING CODE.
4. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST ISSUE AND SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS THOUGH INCLUDED.
5. SPECIFICATIONS AND DRAWINGS INDICATE FINISHED STRUCTURE. CONTRACTOR METHODS, PROCEDURES, AND CONDITIONS (INCLUDING SAFETY), ARE THE RESPONSIBILITY OF THE CONTRACTOR EXCEPT AS SPECIFICALLY INDICATED OTHERWISE IN THE CONTRACT DOCUMENTS.
6. CONSTRUCTION LOADS SHALL NOT OVERLOAD STRUCTURE NOR SHALL THEY BE IN EXCESS OF DESIGN LOADING INDICATED ON DRAWINGS, IF ANY.
7. CONTRACTOR SHALL VERIFY ALL MATERIALS, DIMENSIONS, AND CONDITIONS SHOWN ON THE DRAWINGS OR NOTED IN THE SPECIFICATIONS. ANY VARIANCES WITHIN THE DRAWINGS AND SPECIFICATIONS, OR WITH CONDITIONS ENCOUNTERED AT JOB SITE, SHALL BE REPORTED TO THE OWNER AND THE ENGINEER OF RECORD IN WRITING.
8. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY AND SEDIMENT INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF TURBIDITY BARRIERS AND SILT FENCES AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY AND SEDIMENT BARRIERS MUST BE MAINTAINED AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVAL OF THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFFSITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62-302 AND 62-4, FLORIDA ADMINISTRATIVE CODE.
9. CONTRACTOR SHALL RIGIDLY ADHERE TO ALL LAWS, CODES, AND ORDINANCES WHICH APPLY TO THIS WORK. CONTRACTOR SHALL NOTIFY AND RECEIVE CLARIFICATION FROM THE CITY AND THE ENGINEER OF RECORD IN WRITING OF ANY VARIATIONS BETWEEN CONTRACT DOCUMENTS AND GOVERNING REGULATIONS.
10. ALL MANUFACTURED MATERIALS, COMPONENTS, FASTENERS, ASSEMBLIES, ETC., SHALL BE HANDLED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND PROVISIONS. WHERE SPECIFIC MANUFACTURED PRODUCTS ARE CALLED FOR, GENERIC EQUALS WHICH MEET APPLICABLE STANDARDS AND SPECIFICATIONS MAY BE USED, IF APPROVED BY THE ENGINEER OF RECORD AND/OR THE OWNER.
11. THE CONTRACTOR SHALL DEMOLISH AND HAUL ALL MATERIALS OFF-SITE FOR DISPOSAL IN COMPLIANCE WITH APPLICABLE REGULATIONS.

CONSTRUCTION NOTES:

1. THE EXACT LOCATION AND ELEVATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING SHALL BE PHYSICALLY VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. THESE DRAWINGS DO NOT PURPORT TO SHOW IN COMPLETE DETAIL ALL EXISTING STRUCTURES, UTILITIES, OR PIPING. THE CONTRACTOR SHALL EXAMINE ALL AVAILABLE RECORDS AND MAKE ALL EXPLORATIONS AND EXCAVATIONS AS REQUIRED TO DETERMINE THE LOCATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING, WHENEVER NECESSARY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811 OR 1-800-432-4770) 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON JOB SITE.
2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LEARN, KNOW, AND COMPLY WITH THE REGULATIONS, ORDINANCES, PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND COMPLY WITH THE CONDITIONS OF THE VARIOUS PERMITS OF THE GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL SCHEDULE THE REQUIRED INSPECTIONS AND APPROVALS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE NECESSARY AGENCIES OF CONSTRUCTION COMMENCEMENT.
4. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIAL ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE ENGINEER. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. THE ENGINEER SHALL COORDINATE WITH THE CITY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.
5. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE ENGINEER IS TO NOTIFY THE CITY OF THE DISCOVERY. THE CITY WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE ENGINEER. THE CITY WILL ADVISE THE ENGINEER.
6. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAINTAIN ADEQUATE TRAFFIC CONTROL AND TO PROVIDE DETOURS AROUND CONSTRUCTION ACTIVITIES. UNLESS APPROVED BY THE OWNER, IN WRITING, NO STREET SHALL REMAIN CLOSED TO TRAFFIC OVERNIGHT. IN ADDITION, THE CONTRACTOR SHALL COOPERATE WITH LOCAL RESIDENTS IN GAINING ACCESS TO THEIR HOMES AND BUSINESS DURING WORKING HOURS AND SHALL ASSIST AT ALL TIMES WHEN VEHICLES EXPERIENCE TROUBLE DUE TO CONSTRUCTION ACTIVITIES.
7. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS. THE CONTRACTOR SHALL HAVE ALL PERMITS ONSITE PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL SAW-CUT ALL ABUTTING EXISTING CONCRETE WALKWAYS, ENTRANCES/EXITS AND DRIVEWAY APRONS TO THE CLOSEST JOINT THAT WILL REMAIN.

CONSTRUCTION NOTES (CONTINUED):

9. COPIES OF TEST REPORTS FOR ASPHALT, SUBGRADE, FILL, AND BACKFILL UNDER ROADWAYS AND STRUCTURES, AND UTILITY TRENCHES SHALL BE PROVIDED DIRECTLY TO THE ENGINEER OF RECORD FOR APPROVAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE TESTING AND ENSURE THAT ALL APPLICABLE TESTS HAVE BEEN PERFORMED. FAILURE TO OBTAIN TEST RESULTS AT ANY POINT OF CONSTRUCTION WILL REQUIRE THE REMOVAL OF THE IMPROVEMENT AND REPLACEMENT BY THE CONTRACTOR. RETESTING DUE TO TEST FAILURE(S) SHALL BE CONDUCTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
10. ANY DISTURBED MAIL BOXES OR SIGNS DESIGNATED TO REMAIN MUST BE REINSTALLED TO EXISTING OR BETTER CONDITION ACCEPTABLE TO THE CITY AT THE CONTRACTOR'S EXPENSE.
11. A MANDATORY PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED BY THE CONTRACTOR WITH THE CITY OF COCOA. THE CONTRACTOR SHALL CONTACT THE CITY OF COCOA'S MANAGER OF CAPITAL PROJECTS DIVISION FOR SCHEDULING AND NOTIFY THE APPLICABLE PARTIES BY MAIL A MINIMUM OF SEVEN (7) DAYS PRIOR TO THE MEETING.
12. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. CLEAR AND GRUB SHALL CONSIST OF THE REMOVAL OF ALL DELETERIOUS MATERIAL INCLUDING TREES, ROOTS, TOPSOIL, ETC.
13. ORGANIC, UNSUITABLE SOILS BENEATH THE PAVED AREAS SHALL BE REMOVED AND REPLACED WITH CLEAN SAND MATERIAL OF WHICH NOT MORE THAN 15% BY DRY WEIGHT IS FINER THAN THE NUMBER 200 MESH SIEVE. FILL MATERIAL SHALL BE FREE OF ORGANICS, RUBBLE, CLAY, OR OTHER DELETERIOUS MATTER.
14. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
15. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE SODDED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL, WITHIN FIVE (5) DAYS AFTER CONSTRUCTION. CONTRACTOR MUST SALVAGE EXISTING TOP SOIL WITHIN PROJECT SITE OR REPLACE AT HIS OWN EXPENSE.
16. ANY DAMAGE TO THE EXISTING GRASS OR OTHER VEGETATION ESTABLISHED IN AREAS OUTSIDE THE LIMITS OF CONSTRUCTION OF THIS PROJECT WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AS DIRECTED BY THE ENGINEER.
17. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS. UNPAVED GRADES REPRESENT TOP OF SOD OR APPLICABLE LANDSCAPE MATERIAL. THE THICKNESS OF SOD AND/OR LANDSCAPE MATERIAL SHALL BE TAKEN INTO CONSIDERATION WITH FINAL GRADING.
18. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION 711 AND STANDARD INDEX NO. 17346.
19. ANY PUBLIC LAND CORNER OR BENCHMARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE CITY, WITHOUT DELAY BY TELEPHONE.
20. CONTRACTOR SHALL COORDINATE ANY REQUIRED RELOCATIONS AND/OR REMOVALS OF THE EXISTING UTILITIES, BOTH ABOVE AND BELOW GROUND, WITH THE RESPECTIVE UTILITY OWNER(S). ALL ELECTRICAL UTILITY WORK SHALL BE PERFORMED BY FPL.
21. THE CONTRACTOR SHALL REMOVE AND REPLACE ALL SIGNAGE AS INDICATED ON THE PLANS PER CITY OF COCOA LATEST CODES AND SPECIFICATIONS AND TO F.D.O.T. STANDARDS, WHERE APPLICABLE.
22. CONTRACTOR SHALL COMPLY WITH APPLICABLE STANDARDS OF FDOT INDICES 600, 601, 602, 603, 604, 605, 611, 612, AND 613. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC (M.O.T.) AND ALL M.O.T. PLANS.
23. ACCURATE AND COMPLETE RECORD DRAWINGS OF ALL WORK SHALL BE MAINTAINED ELECTRONICALLY IN AN AUTOCAD FORMAT BY THE CONTRACTOR'S SURVEYOR. LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES EXPOSED DURING CONSTRUCTION SHALL BE ACCURATELY RECORDED ON THE CONSTRUCTION RECORD DRAWINGS. THE ENGINEER AND/OR OWNER MAY WITHHOLD PROGRESS PAYMENTS IF RECORD DRAWINGS ARE NOT MAINTAINED DURING CONSTRUCTION AND KEPT UP TO DATE WITH NEW AND EXISTING UTILITIES ACCURATELY RECORDED.
24. EXISTING UTILITIES MUST REMAIN IN SERVICE. CONTRACTOR SHALL SCHEDULE WORK AND COORDINATE WITH CITY AND UTILITY PROVIDERS TO MAINTAIN OPERATION.
25. THE CONTRACTOR SHALL PERFORM QUALITY LEVEL "A" SUBSURFACE UTILITY INVESTIGATIONS (A.K.A. "SOFT DIGS") IN ACCORDANCE WITH THE AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD 38-02 ON EXISTING UTILITIES AT ALL LOCATIONS WHERE NEW UTILITIES WILL CROSS THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THESE INVESTIGATIONS. THE RESULTS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER FOR REVIEW AND ACCEPTANCE PRIOR TO BEGINNING WORK.

TESTING AND INSPECTION NOTES:

1. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE TESTING SCHEDULE CONTAINED WITHIN THESE PLANS AND SPECIFICATIONS. SELECTION AND CONTRACTING WITH THE TESTING FIRMS SHALL BE THE RESPONSIBILITY OF THE CITY OF COCOA. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
2. ACCEPTANCE TESTING FOR NEW PAVEMENT SHALL CONSIST OF ONE PASS OF A STANDARD 15-FOOT ROLLING STRAIGHT EDGE OPERATED WHILE THE PAVEMENT IS STILL HOT. ALL DEFICIENCIES IN EXCESS OF 3/16 INCH SHALL BE CORRECTED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION 330.

GENERAL INVESTIGATION:

1. A SUBSURFACE INVESTIGATION WAS PERFORMED BY UNIVERSAL ENGINEERING SCIENCES, INC. AND IS INCLUDED IN CONTRACT DOCUMENTS. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE REPORT FINDINGS AND FOLLOW RECOMMENDATIONS WITHIN THE INVESTIGATIVE REPORT.

WATERMAIN SEPARATION REQUIREMENTS

1. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS AND WASTEWATER FORCE MAINS.
   a. PROPOSED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
   b. PROPOSED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
   c. PROPOSED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
   d. PROPOSED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
2. VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS AND WASTEWATER FORCE MAINS.
   a. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   b. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
   c. AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

UTILITIES SERVICE PROVIDERS AND CONTACTS

UTILITIES	CONTACTS	PHONE NUMBER	
FIBER & TRAFFIC SIGNALS	DEVIN SWANSON	DAY: ALT:	(321) 633-2077 (321) 863-4210
WATER	GEORGE TOLER	DAY:	(321) 433-8797
SEWER	GEORGE TOLER	DAY:	(321) 433-8797
STORMWATER	MICHAEL GIORGIO	DAY: ALT:	(321) 433-8771 (321) 403-0201
GAS	RON MULLER	DAY: ALT:	(321) 638-3424 (321) 288-1142
ELECTRIC	JOEL BRAY	DAY:	(386) 586-6403
FIBER	NETWORK RELATIONS	DAY:	(877) 366-8344 X2
FIBER & COMMUNICATION LINES	DEAN BOYERS	DAY:	(469) 886-4238
TELEPHONE	DINO FARRUGGIO	DAY:	(561) 997-0240
FIBER	MIKE ISOM	DAY: ALT:	(321) 757-6451 (321) 508-1173

Refer to Specifications for Soil compaction and Testing Requirements

NO.	DATE:	REVISIONS
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THOMAS M. VILL, P.E.
#71186

INFRASTRUCTURE SOLUTION SERVICES
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Melbourne, Florida 32940
Phone: (321) 622-4646
www.infrastructureSS.com

DRAWING TITLE: GENERAL NOTES
PROMENADE IMPROVEMENTS

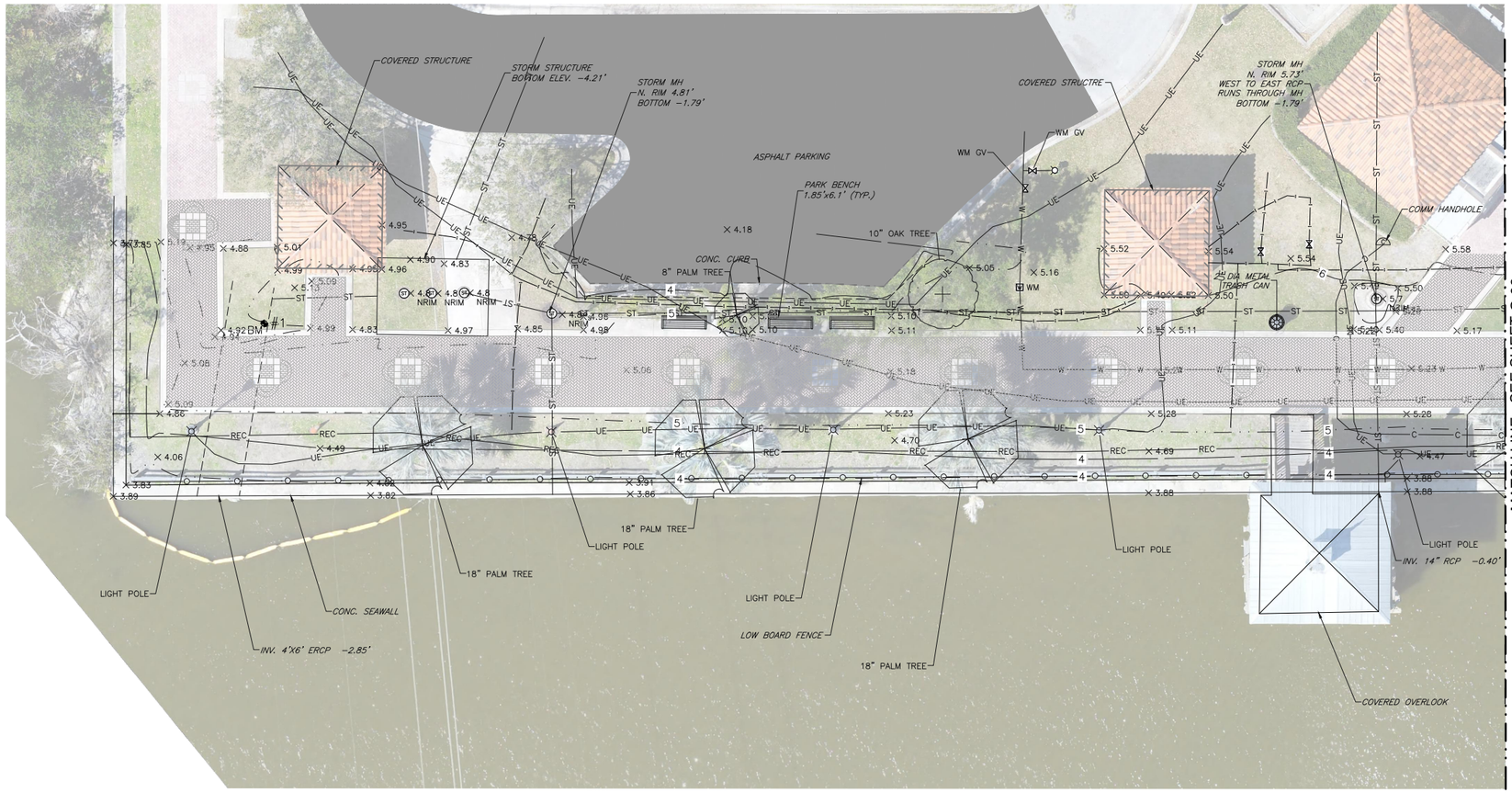
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
N.T.S.	TMV

DRAWING NO.: 05 OF 44
SHEET NO.: G-04

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BENCHMARK DATA				
Point #	Raw Description	Elevation	Northing	Easting
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#2	TRAV IRC	3.410	1461860.6840	745109.9440
#3	TRAV MAGD	5.045	1462005.1270	745413.1890
#4	TRAV MAGD	7.640	1462224.5080	746016.4540
#5	TRAV MAGD	7.570	1462214.8110	745580.4210
#6	TRAV MAGD	4.855	1462150.6710	745181.3000
#7	TRAV MAGD	5.385	1461489.7790	745017.0320

Know what's below. Call before you dig.

GRAPHIC SCALE
0 10 15 20
1"=10'

NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION

REVISIONS

THOMAS M. VILL, P.E. #71186

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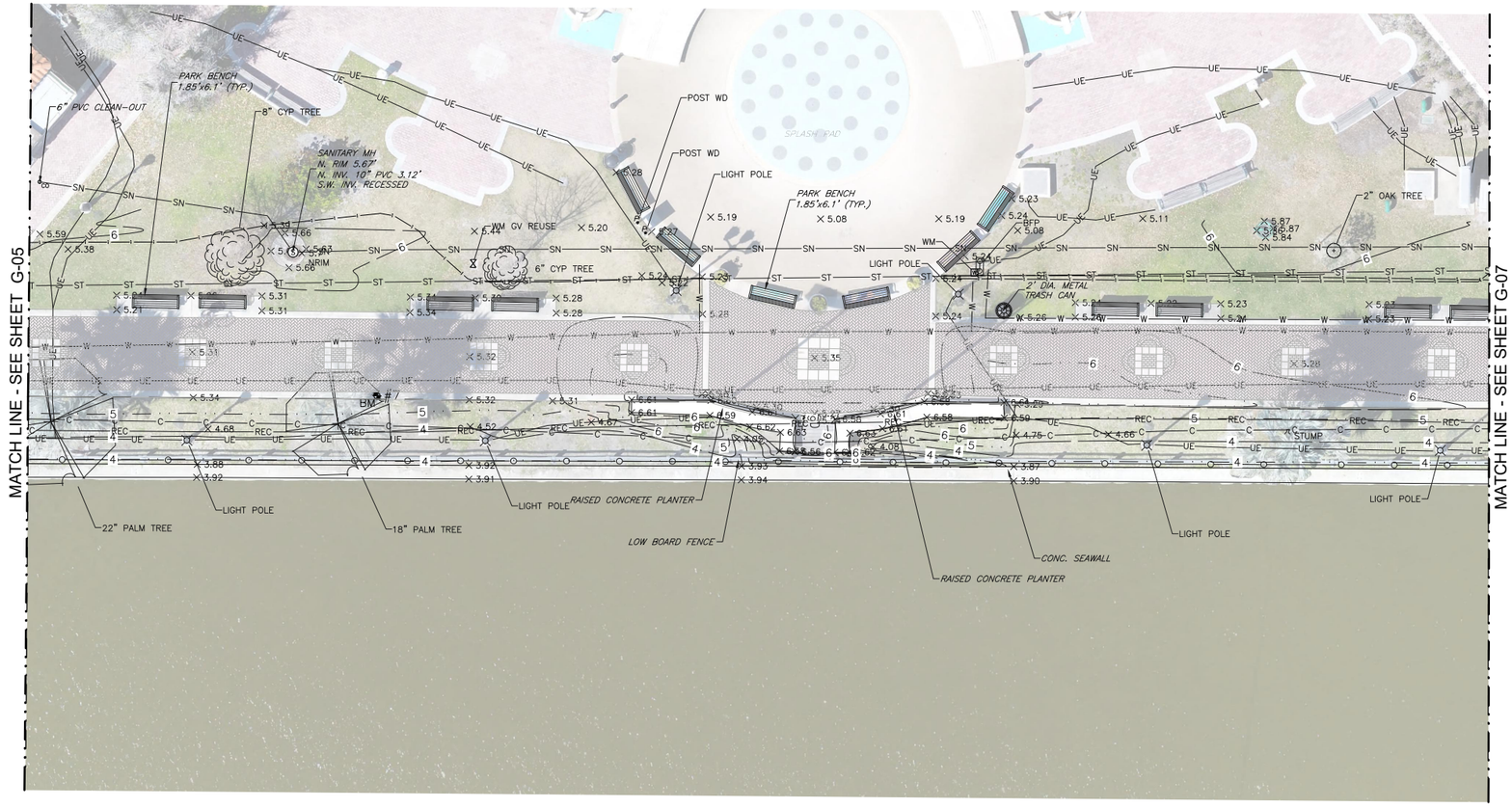
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EXISTING CONDITIONS
STA.1+00.00 TO STA.3+00.00
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
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#4	TRAV MAGD	7.640	1462224.5080	746016.4540
#5	TRAV MAGD	7.570	1462214.8110	745580.4210
#6	TRAV MAGD	4.855	1462150.6710	745181.3000
#7	TRAV MAGD	5.385	1461489.7790	745017.0320

GRAPHIC SCALE
0 10 15 20
1"=10'

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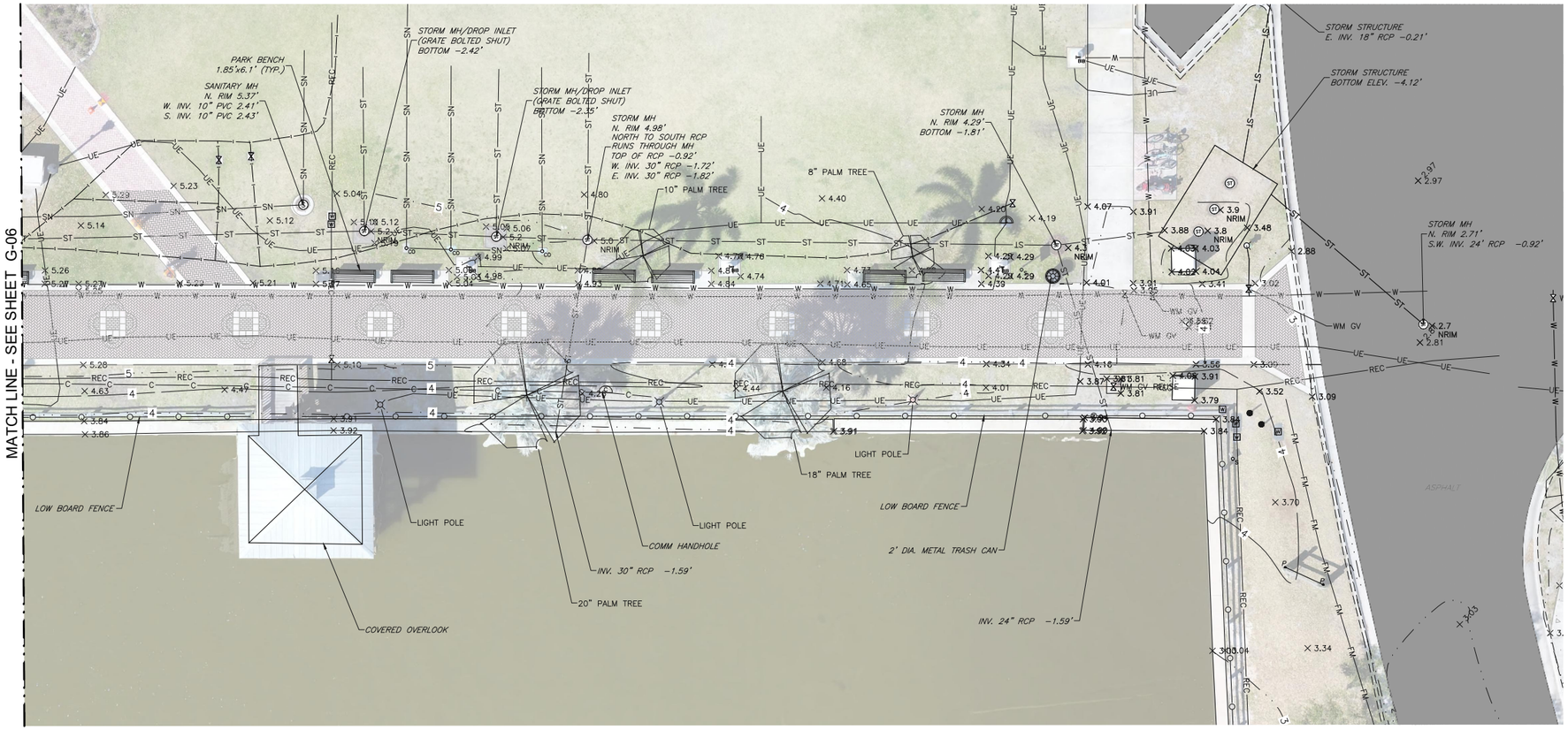
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CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
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SCALE:	CHKD. BY:
1" = 10'	TMV
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BENCHMARK DATA				
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#6	TRAV MAGD	4.855	1462150.6710	745181.3000
#7	TRAV MAGD	5.385	1461489.7790	745017.0320

GRAPHIC SCALE
0 10 15 20
1"=10'

811 Know what's below. Call before you dig.

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NO.	DATE:	DESCRIPTION
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		REVISIONS

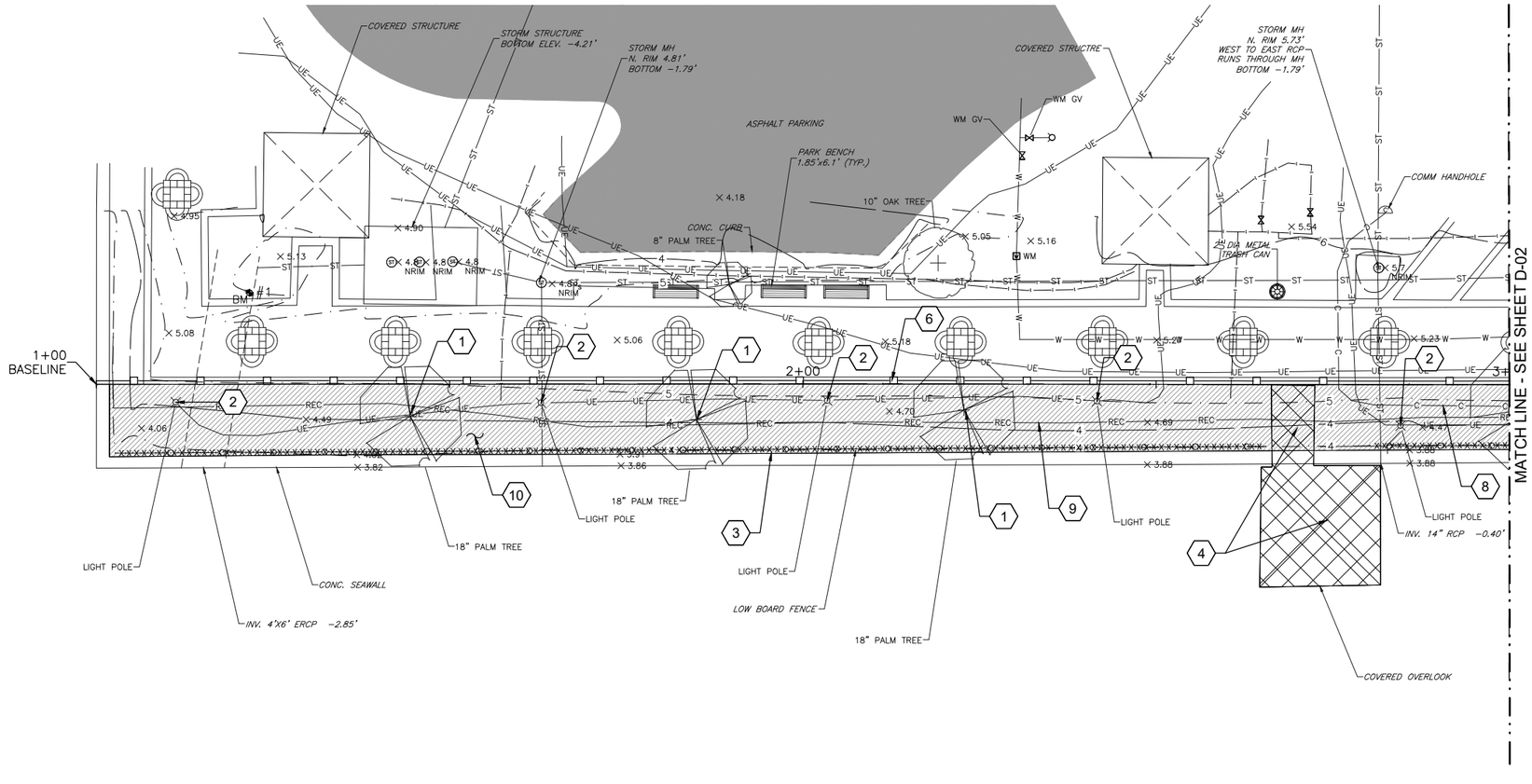
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DRAWING TITLE: EXISTING CONDITIONS STA.5+00.00 TO STA.7+05.66 PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV
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08 OF 44	
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DEMOLITION KEYNOTES

1. Remove and dispose of trees. Remove roots to a minimum of 1 ft below bottom of proposed improvements. Contractor shall protect existing underground improvements including sea wall tie-backs during work.
2. Remove and relocate light pole. Refer to electrical drawings for locations and details for relocation. Extra light poles not relocated shall be protected and delivered to the City.
3. Remove and dispose of fence, including posts and any concrete anchorage/footing
4. Remove and dispose of gazebo and entrance walkway. Completely remove piling and any subsurface supports.
5. Remove and dispose of raised concrete structure and walkway to sea wall. Subsurface portion of the structures shall be removed to minimum of 3 ft depth or 1 ft below bottom of proposed improvements, whichever is lower. Protect adjacent paver sidewalk and ribbon curb during demolition.
6. Install and maintain temporary construction fence/barricade to maintain safe and secure project site throughout the duration of the project. Fence/barricade shall be interlocking steel barricade fencing. Barricades shall have a height of 43". Steel frame shall be constructed of 1.5" O.D 16-gauge steel tubing, with a grill of upright bars made of ½ O.D. 16-gauge steel tubing. Grill spacing shall meet all standard codes. Signs shall be fixed to the barricades every 50 ft stating "Do Not Enter Construction Area". Contractor shall maintain the barricades secure in place during construction. Contractor can add and additional measures needed to meet OSHA requirements and ensure safety of the work area.
7. Remove and dispose of existing concrete entrance piers. Remove structures to a minimum of 3 ft below grade
8. Remove and dispose of existing communications conduit and handhole within grassed area. Contractor shall safely coil existing fiber cable and safely protect and store cable in vicinity of path room during construction. Protect, cap and record location of conduit going under the existing paver walkway for future use.
9. Remove and dispose of existing 8" reclaimed water main. Work shall be performed in accordance with requirements of the "Utility Plan" sheet C-07, C-08 and C-09.
10. Remove and dispose of all existing underground utilities and conduits within the project area (between existing paver walkway and seawall). Protect, cap, and record the location of all conduit and piping going under the existing paver walkway for future use. Include locations in asbuilt drawings.

Project Area

Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

811 Know what's below. Call before you dig.

GRAPHIC SCALE
0 10 15 20
1"=10'

NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION

REVISIONS

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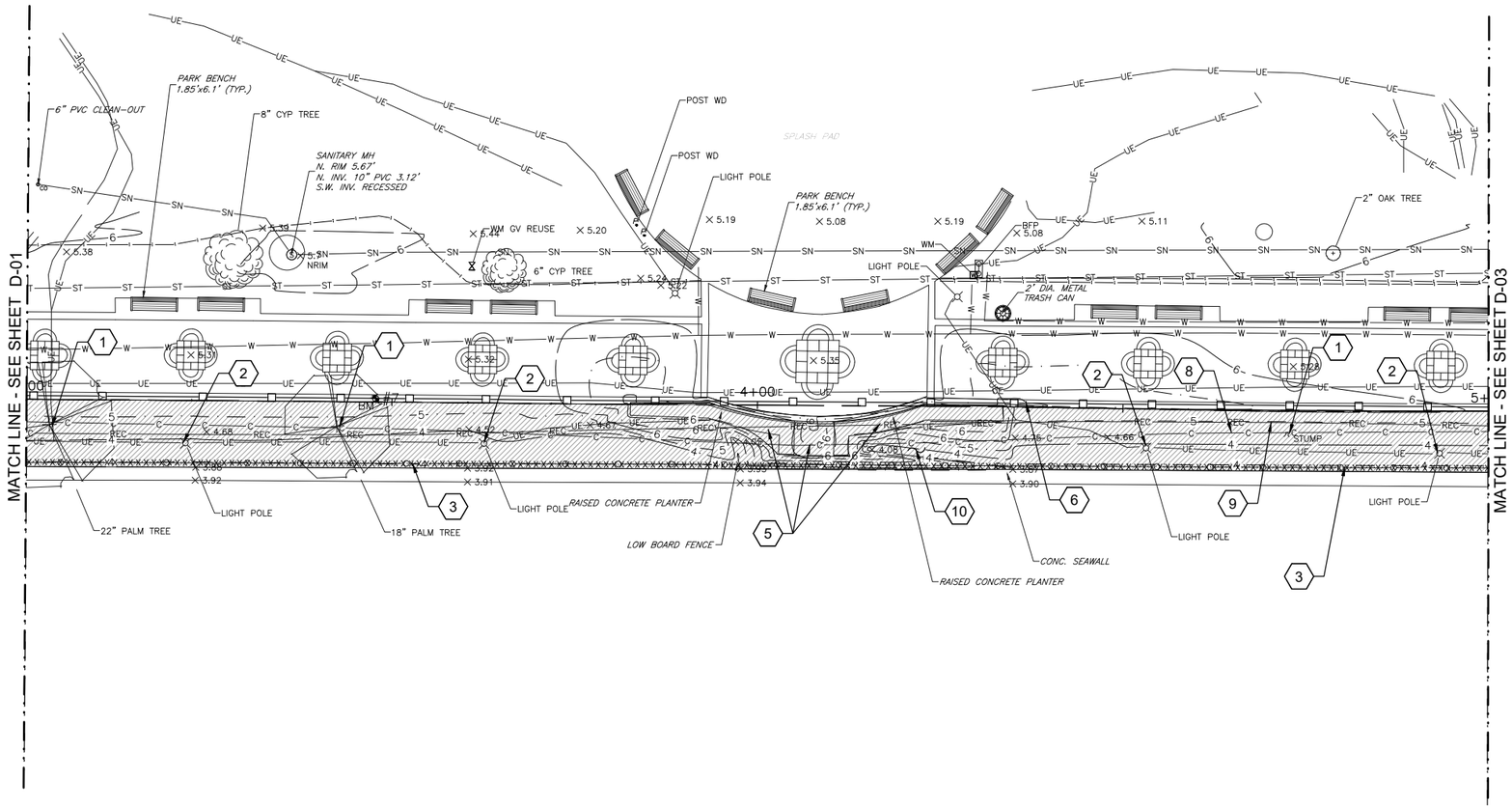
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STA. 1+00.00 TO STA.3+00.00
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
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1" = 10'	TMV
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Project Area

Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

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DEMOLITION KEYNOTES

1. Remove and dispose of trees. Remove roots to a minimum of 1 ft below bottom of proposed improvements. Contractor shall protect existing underground improvements including sea wall tie-backs during work.
2. Remove and relocate light pole. Refer to electrical drawings for locations and details for relocation. Extra light poles not relocated shall be protected and delivered to the City.
3. Remove and dispose of fence, including posts and any concrete anchorage/footing
4. Remove and dispose of gazebo and entrance walkway. Completely remove piling and any subsurface supports.
5. Remove and dispose of raised concrete structure and walkway to sea wall. Subsurface portion of the structures shall be removed to minimum of 3 ft depth or 1 ft below bottom of proposed improvements, whichever is lower. Protect adjacent paver sidewalk and ribbon curb during demolition.
6. Install and maintain temporary construction fence/barricade to maintain safe and secure project site throughout the duration of the project. Fence/barricade shall be interlocking steel barricade fencing. Barricades shall have a height of 43". Steel frame shall be constructed of 1.5" O.D 16-gauge steel tubing, with a grill of upright bars made of ½ O.D. 16-gauge steel tubing. Grill spacing shall meet all standard codes. Signs shall be fixed to the barricades every 50 ft stating "Do Not Enter Construction Area". Contractor shall maintain the barricades secure in place during construction. Contractor can add and additional measures needed to meet OSHA requirements and ensure safety of the work area.
7. Remove and dispose of existing concrete entrance piers. Remove structures to a minimum of 3 ft below grade
8. Remove and dispose of existing communications conduit and handhole within grassed area. Contractor shall safely coil existing fiber cable and safely protect and store cable in vicinity of path room during construction. Protect, cap and record location of conduit going under the existing paver walkway for future use.
9. Remove and dispose of existing 8" reclaimed water main. Work shall be performed in accordance with requirements of the "Utility Plan" sheet C-07, C-08 and C-09.
10. Remove and dispose of all existing underground utilities and conduits within the project area (between existing paver walkway and seawall). Protect, cap, and record the location of all conduit and piping going under the existing paver walkway for future use. Include locations in asbuilt drawings.

GRAPHIC SCALE
0 10 15 20
1"=10'

THOMAS M. VILL, P.E. #71186

NO.	DATE:	DESCRIPTION
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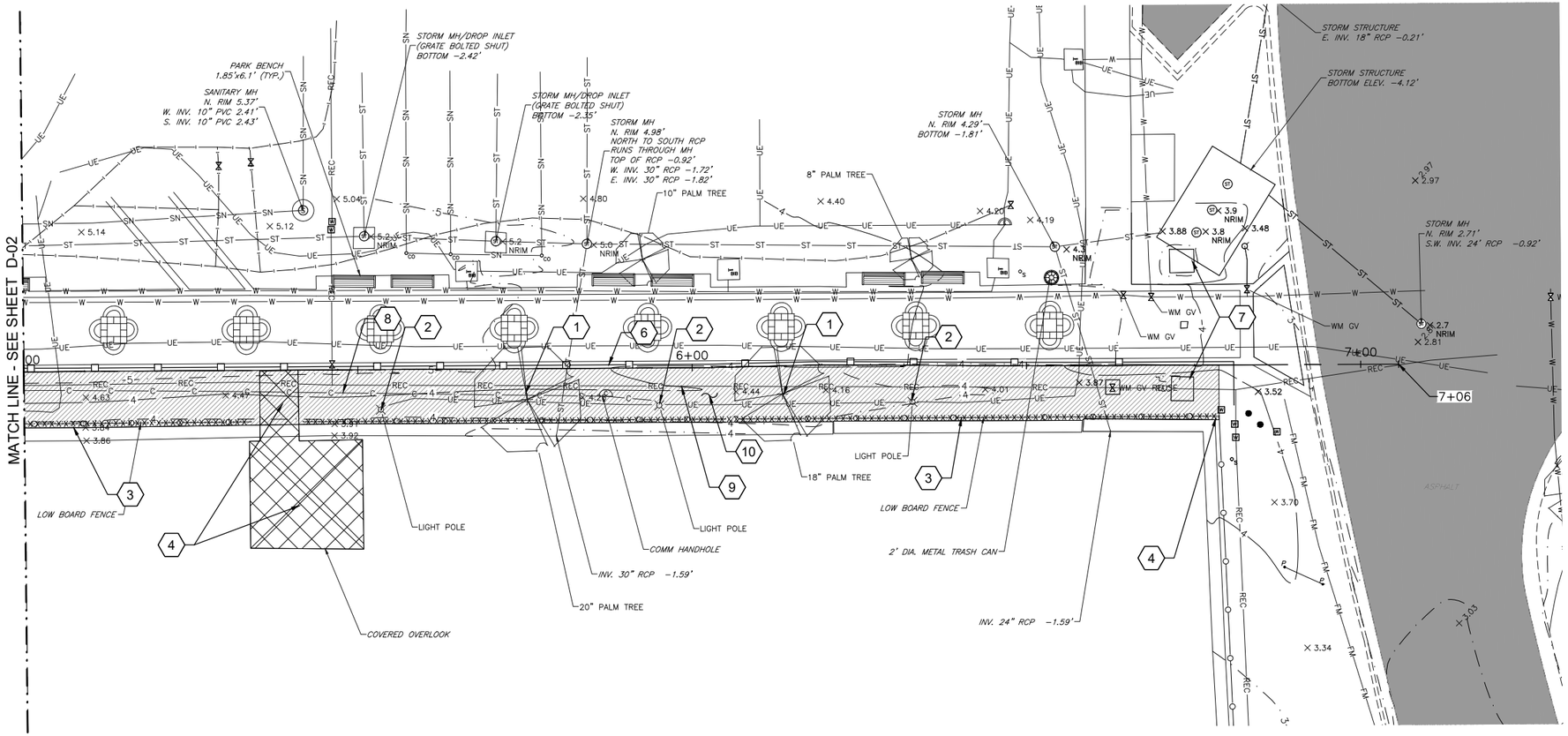
DRAWING TITLE: DEMOLITION PLAN STA.3+00.00 TO STA.5+00.00 PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV
DRAWING NO: 10 OF 44	
SHEET NO. D-02	

10/22/2019 5:31:47 PM

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Project Area

Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

Know what's below. Call before you dig.

DEMOLITION KEYNOTES

1. Remove and dispose of trees. Remove roots to a minimum of 1 ft below bottom of proposed improvements. Contractor shall protect existing underground improvements including sea wall tie-backs during work.
2. Remove and relocate light pole. Refer to electrical drawings for locations and details for relocation. Extra light poles not relocated shall be protected and delivered to the City.
3. Remove and dispose of fence, including posts and any concrete anchorage/footing
4. Remove and dispose of gazebo and entrance walkway. Completely remove piling and any subsurface supports.
5. Remove and dispose of raised concrete structure and walkway to sea wall. Subsurface portion of the structures shall be removed to minimum of 3 ft depth or 1 ft below bottom of proposed improvements, whichever is lower. Protect adjacent paver sidewalk and ribbon curb during demolition.
6. Install and maintain temporary construction fence/barricade to maintain safe and secure project site throughout the duration of the project. Fence/barricade shall be interlocking steel barricade fencing. Barricades shall have a height of 43". Steel frame shall be constructed of 1.5" O.D 16-gauge steel tubing, with a grill of upright bars made of ½ O.D. 16-gauge steel tubing. Grill spacing shall meet all standard codes. Signs shall be fixed to the barricades every 50 ft stating "Do Not Enter Construction Area". Contractor shall maintain the barricades secure in place during construction. Contractor can add and additional measures needed to meet OSHA requirements and ensure safety of the work area.
7. Remove and dispose of existing concrete entrance piers. Remove structures to a minimum of 3 ft below grade
8. Remove and dispose of existing communications conduit and handhole within grassed area. Contractor shall safely coil existing fiber cable and safely protect and store cable in vicinity of path room during construction. Protect, cap and record location of conduit going under the existing paver walkway for future use.
9. Remove and dispose of existing 8" reclaimed water main. Work shall be performed in accordance with requirements of the "Utility Plan" sheet C-07, C-08 and C-09.
10. Remove and dispose of all existing underground utilities and conduits within the project area (between existing paver walkway and seawall). Protect, cap, and record the location of all conduit and piping going under the existing paver walkway for future use. Include locations in asbuilt drawings.

GRAPHIC SCALE
0 10 15 20
1"=10'

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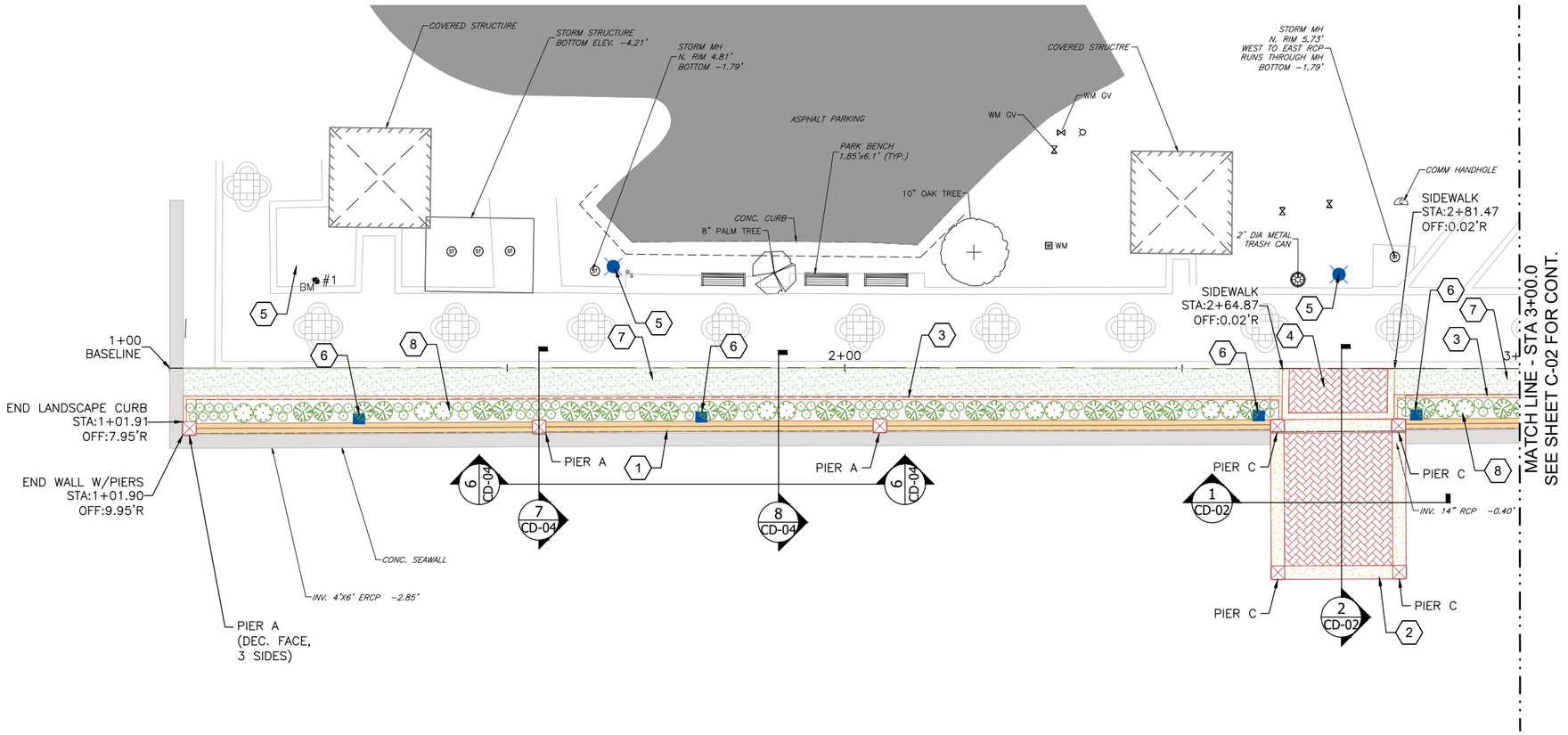
DRAWING TITLE:
DEMOLITION PLAN
STA.5+00.00 TO STA.7+05.66
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV

DRAWING NO.: 11 OF 44
SHEET NO.: D-03

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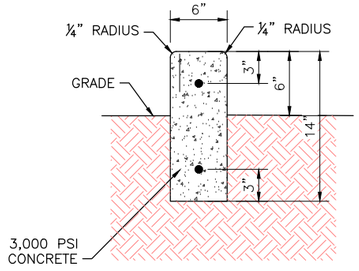
SITE PLAN KEYNOTES

1. Install reinforced concrete wall and piers with precast stone caps. Refer to details on sheets CD-04& CD-06 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
2. Install concrete overlook platform. Refer to details on sheets CD-01 & CD-02 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
3. Install concrete landscape curb. See detail on sheet C-01.
4. Install concrete sidewalk with stamped herringbone pattern. Refer to details on sheet CD-01, CD-02, and CD-03. Stamped concrete shall be colorless and stamped in a new brick, herringbone pattern. As part of the shop drawing submittal for this work, the Contractor may propose minor adjustments to the dimensions of the stamped areas and adjoining smooth areas shown on the plans and details to better facilitate the stamping of the concrete.
5. Install relocated light pole. Refer to electrical drawings for additional information.
6. Install electrical power receptacles. Refer to electrical drawings for additional information.
7. Install sod. Refer to landscape plans for additional information.
8. Install landscaping. Refer to landscape plans for additional information.
9. Install concrete sign wall. Refer to details on sheets CD-03 & CD-04 and structural sheet S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures. Refer to electrical drawings for information on electrical service to lighted sign.
10. Install landscaping around sign wall. Refer to sheet CD-03 and landscape plans for more information.
11. Install "Entrance Pier." Refer to sheet CD-05 for more information.

Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

Coating Schedule:

1. Contractor shall provide masonry coatings in accordance with Section 09960 and 07115 of the Specifications.
2. The wall, wall caps, sign wall, piers, pier caps, and water-facing edge of the overlooks shall receive coatings.
3. The coatings shall include two (2) distinct colors, a primary and accent color. Colors will be selected as part of the submittal process.
4. The main body of the wall, body of the piers, and water-facing edge of the overlooks shall receive the primary color.
5. The wall caps, pier caps, and decorative raised faces of the piers shall be coated with a different (accent) color.
6. Buried faces of the concrete, including the wall and wall foundation shall be coated with bituminous dampproofing in accordance with Section 07115 of the Specifications



NOTES:
1. Install ½" expansion joint abutting hard surfaces and Min. 50 ft.
2. Install contraction joint every 10 ft.

CONCRETE LANDSCAPE CURB DETAIL
Scale: N.T.S.

GRAPHIC SCALE
0 10 15 20
1"=10'

Know what's below. Call before you dig.

10/22/2019 5:32:23 PM

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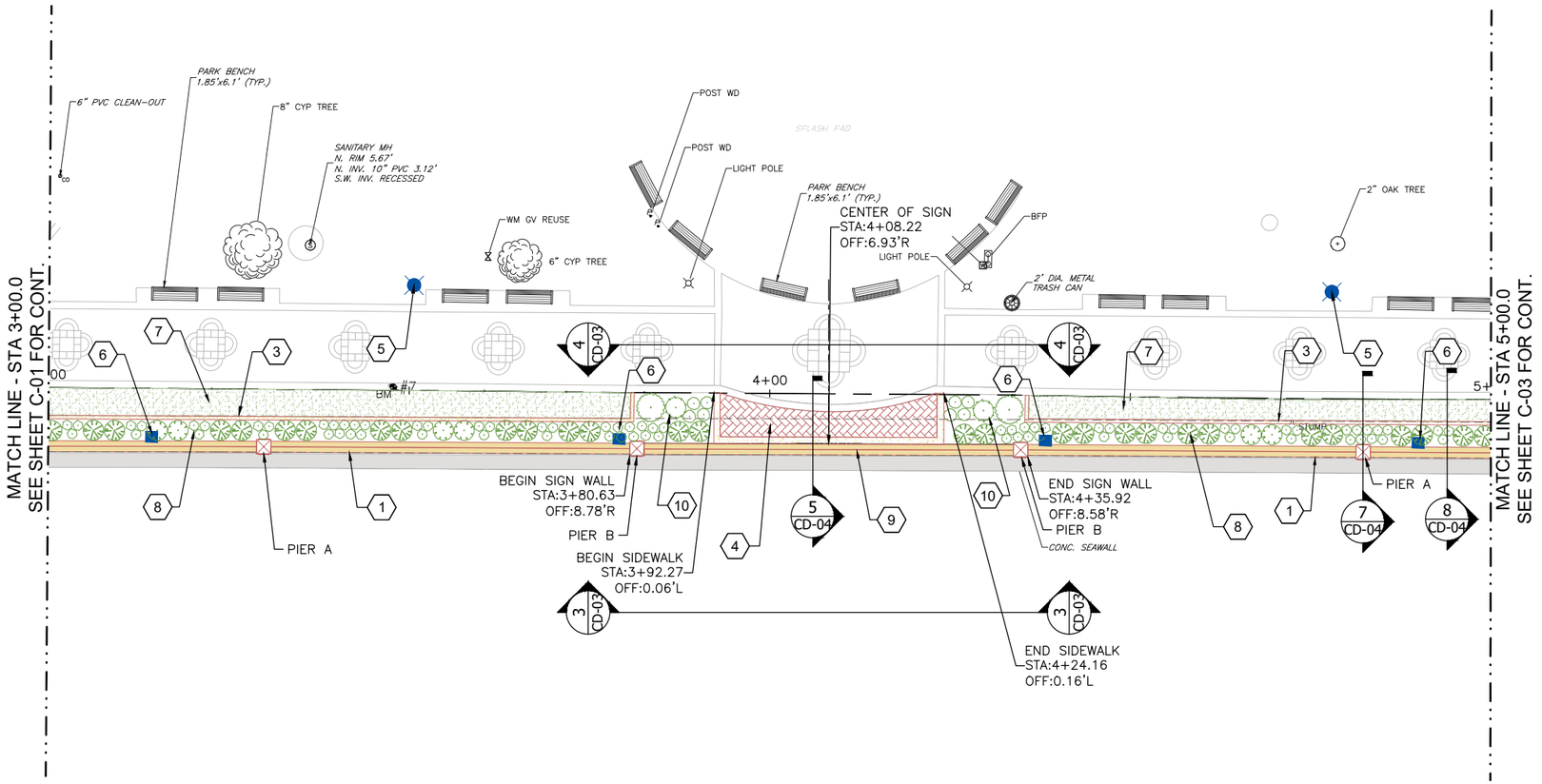
DRAWING TITLE:
CIVIL SITE PLAN
STA.1+00.00 TO STA.3+00.00
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV

DRAWING NO: 12 OF 44

SHEET NO.: C-01



SITE PLAN KEYNOTES

1. Install reinforced concrete wall and piers with precast stone caps. Refer to details on sheets CD-04& CD-06 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
2. Install concrete overlook platform. Refer to details on sheets CD-01 & CD-02 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
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5. Install relocated light pole. Refer to electrical drawings for additional information.
6. Install electrical power receptacles. Refer to electrical drawings for additional information.
7. Install sod. Refer to landscape plans for additional information.
8. Install landscaping. Refer to landscape plans for additional information.
9. Install concrete sign wall. Refer to details on sheets CD-03 & CD-04 and structural sheet S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures. Refer to electrical drawings for information on electrical service to lighted sign.
10. Install landscaping around sign wall. Refer to sheet CD-03 and landscape plans for more information.
11. Install “Entrance Pier.” Refer to sheet CD-05 for more information.

Requirement to Locate Underground Structures and Utilities:
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GRAPHIC SCALE
0 10 15 20
1"=10'

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THOMAS M. VILL, P.E.
#71186

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		REVISIONS
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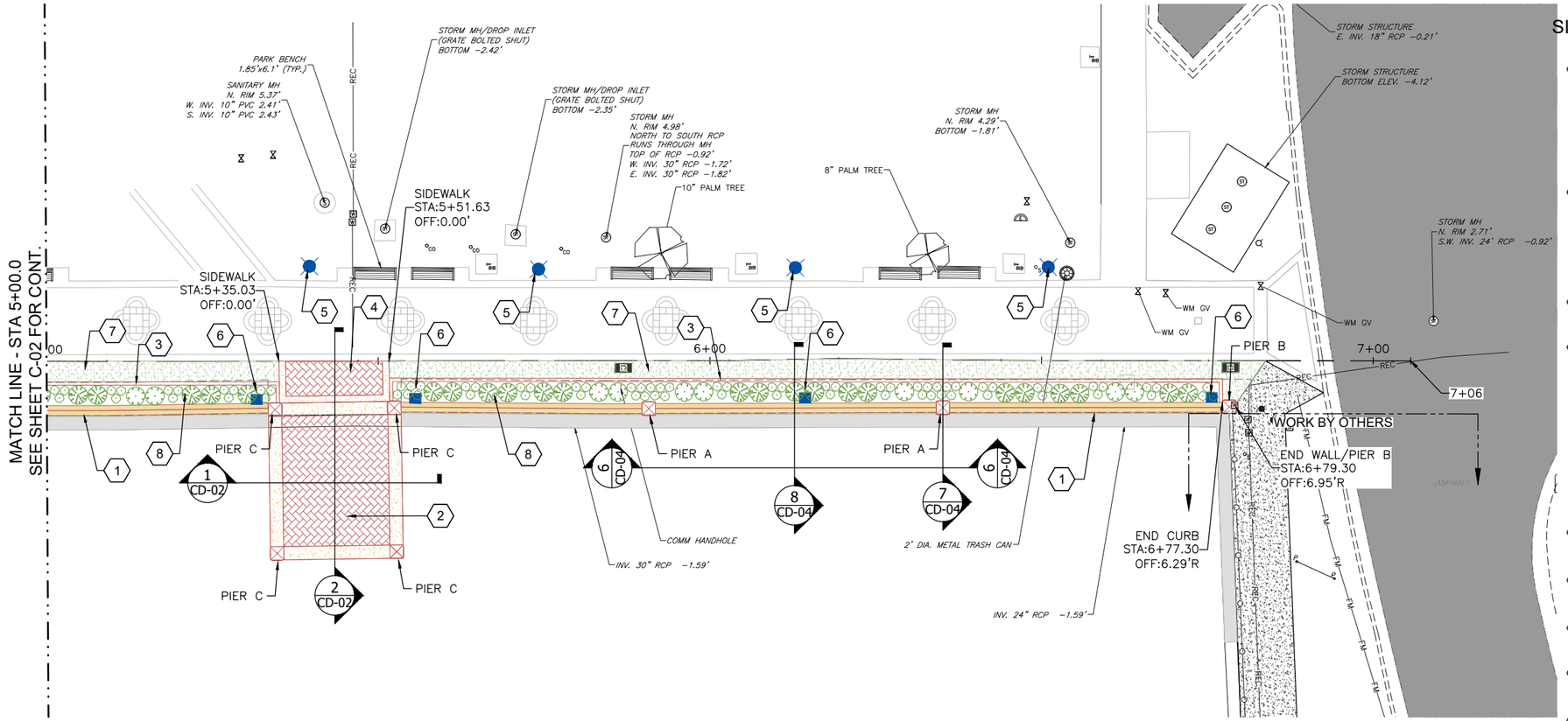
DRAWING TITLE:
CIVIL SITE PLAN
STA.3+00.00 TO STA.5+00.00
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV
DRAWING NO:	
13 OF 44	
SHEET NO.	
C-02	

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SITE PLAN KEYNOTES

1. Install reinforced concrete wall and piers with precast stone caps. Refer to details on sheets CD-04& CD-06 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
2. Install concrete overlook platform. Refer to details on sheets CD-01 & CD-02 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
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5. Install relocated light pole. Refer to electrical drawings for additional information.
6. Install electrical power receptacles. Refer to electrical drawings for additional information.
7. Install sod. Refer to landscape plans for additional information.
8. Install landscaping. Refer to landscape plans for additional information.
9. Install concrete sign wall. Refer to details on sheets CD-03 & CD-04 and structural sheet S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures. Refer to electrical drawings for information on electrical service to lighted sign.
10. Install landscaping around sign wall. Refer to sheet CD-03 and landscape plans for more information.
11. Install "Entrance Pier." Refer to sheet CD-05 for more information.

Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

GRAPHIC SCALE
0 10 15 20
1"=10'

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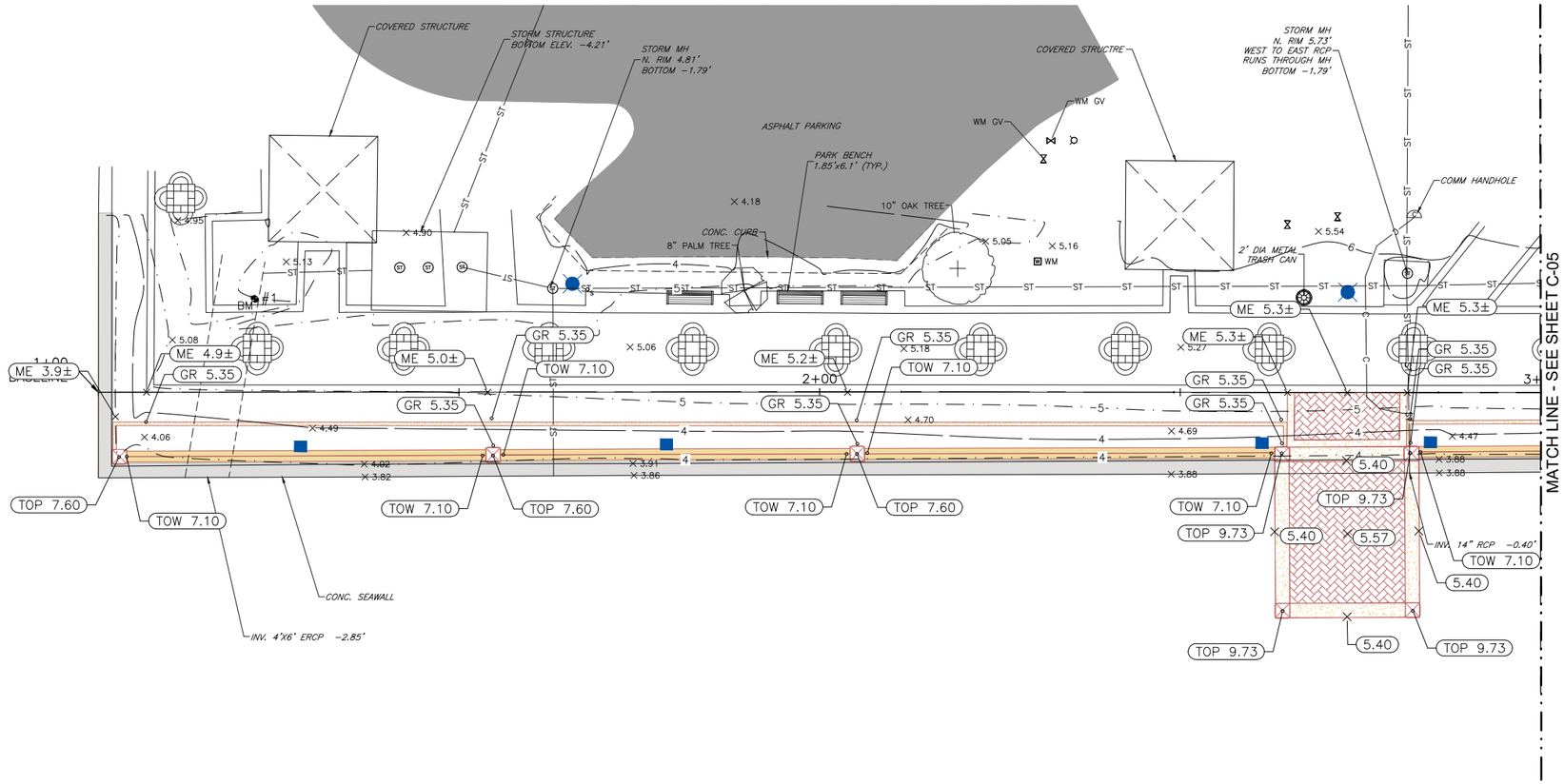
DRAWING TITLE:
CIVIL SITE PLAN
STA.5+00.00 TO STA.7+05.66
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV

DRAWING NO:
14 OF 44

SHEET NO.
C-03



Earthwork Note:
The contractor shall be responsible for providing any fill as needed to construct the project to the final grades shown.

GRADING LEGEND

5.70+	EXISTING SPOT ELEVATION
ME 4.3±	MATCH EXISTING ELEVATION
5.40	PROPOSED SPOT ELEVATION
GR 4.00	PROPOSED GROUND (GRASS AREA) ELEVATION
TOP 7.85	PROPOSED TOP OF PIER ELEVATION
TOW 7.10	PROPOSED TOP OF WALL ELEVATION
SC 7.10	PROPOSED STAMPED CONCRETE ELEVATION

GRAPHIC SCALE
0 10 15 20
1"=10'

811 Know what's below. Call before you dig.

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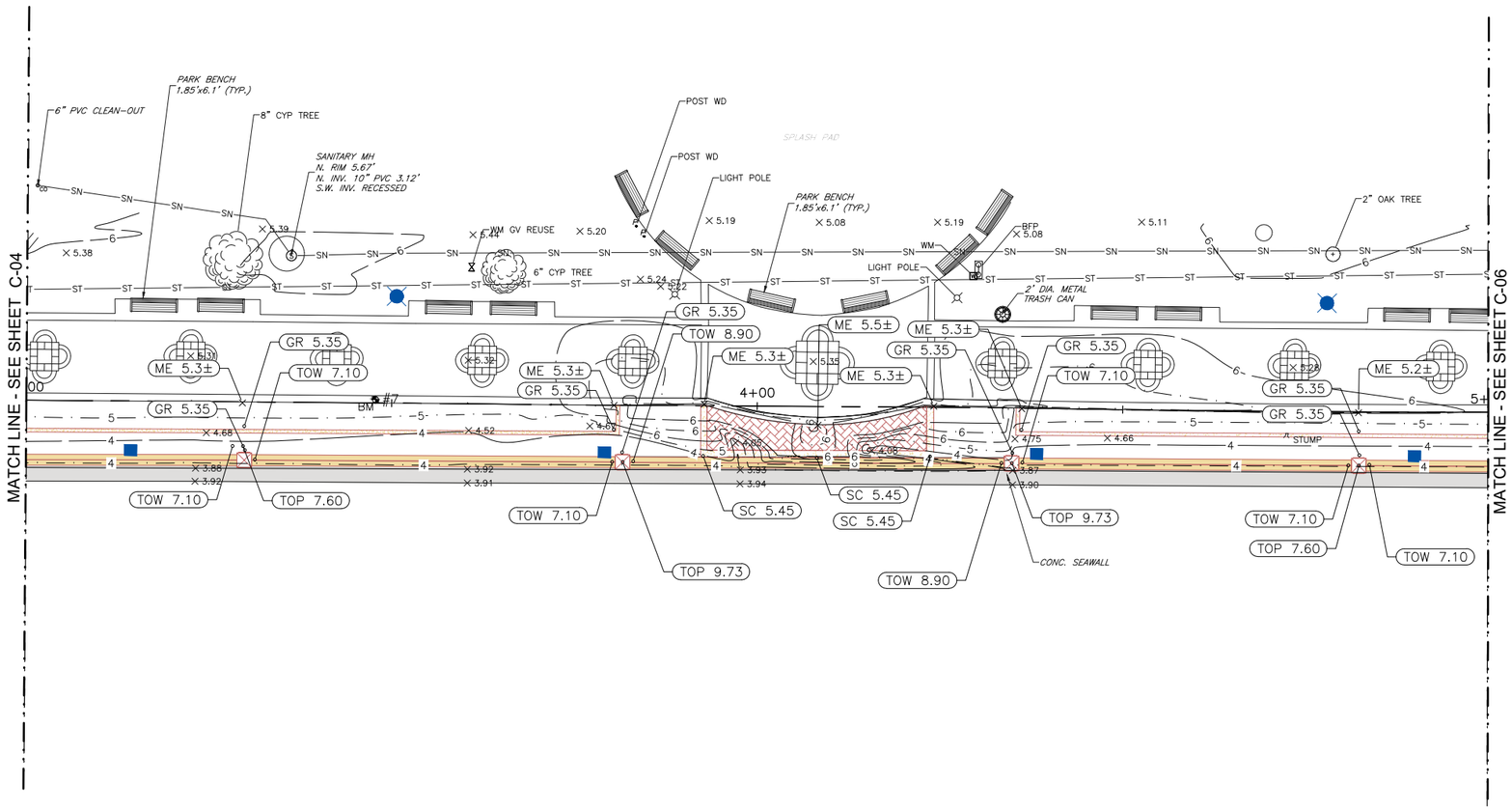
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DRAWING TITLE:
GRADING PLAN
STA.1+00.00 TO STA.3+00.00
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV
DRAWING NO.:	
15 OF 44	
SHEET NO.	
C-04	



Earthwork Note:
The contractor shall be responsible for providing any fill as needed to construct the project to the final grades shown.

GRADING LEGEND

5.70+	EXISTING SPOT ELEVATION
ME 4.3±	MATCH EXISTING ELEVATION
5.40	PROPOSED SPOT ELEVATION
GR 4.00	PROPOSED GROUND (GRASS AREA) ELEVATION
TOP 7.85	PROPOSED TOP OF PIER ELEVATION
TOW 7.10	PROPOSED TOP OF WALL ELEVATION
SC 7.10	PROPOSED STAMPED CONCRETE ELEVATION

GRAPHIC SCALE
0 10 15 20
1"=10'

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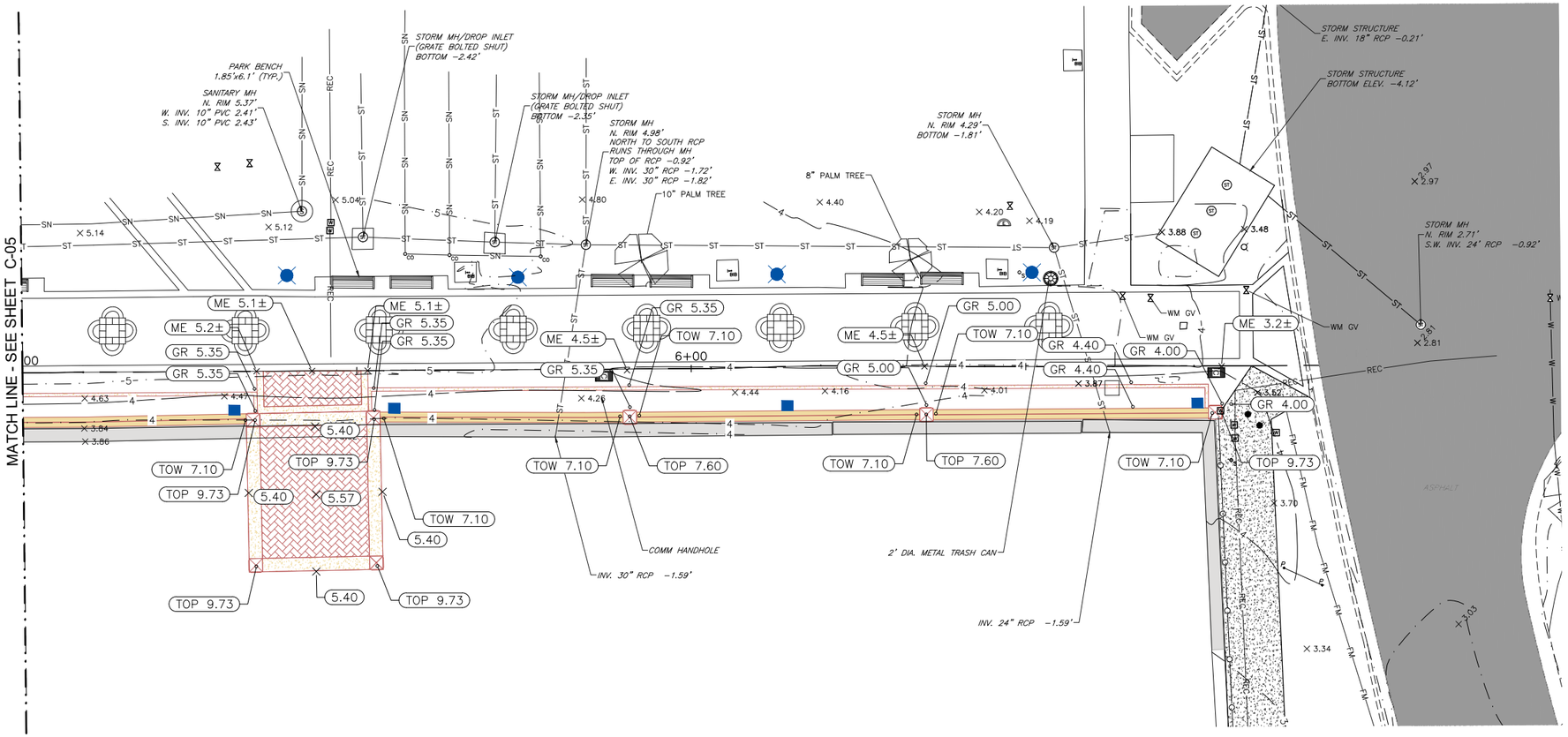
DRAWING TITLE:
GRADING PLAN
STA.3+00.00 TO STA.5+00.00
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV

DRAWING NO:
16 OF 44

SHEET NO.
C-05



Earthwork Note:
The contractor shall be responsible for providing any fill as needed to construct the project to the final grades shown.

GRADING LEGEND

5.70+	EXISTING SPOT ELEVATION
ME 4.3±	MATCH EXISTING ELEVATION
5.40	PROPOSED SPOT ELEVATION
GR 4.00	PROPOSED GROUND (GRASS AREA) ELEVATION
TOP 7.85	PROPOSED TOP OF PIER ELEVATION
TOW 7.10	PROPOSED TOP OF WALL ELEVATION
SC 7.10	PROPOSED STAMPED CONCRETE ELEVATION

GRAPHIC SCALE
0 10 15 20
1"=10'

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NO.	DATE:	DESCRIPTION
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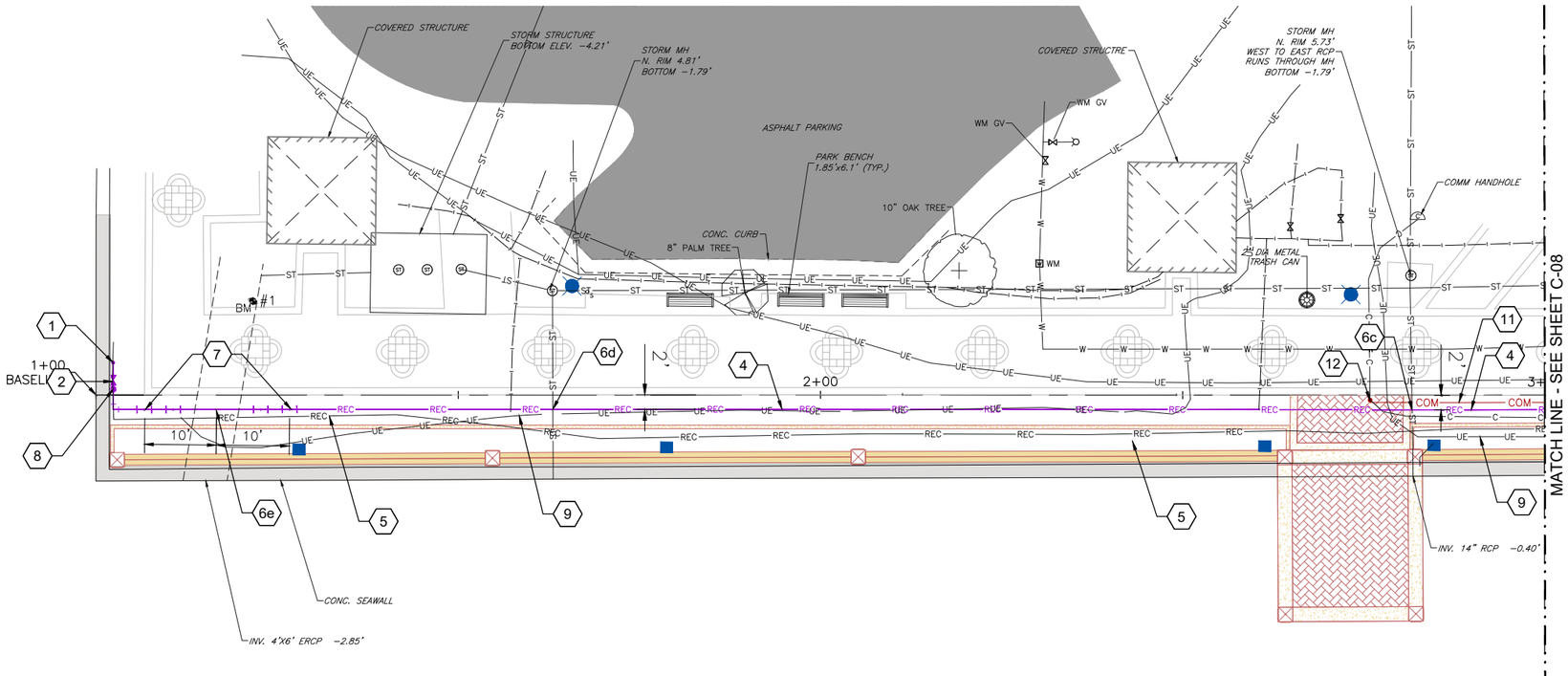
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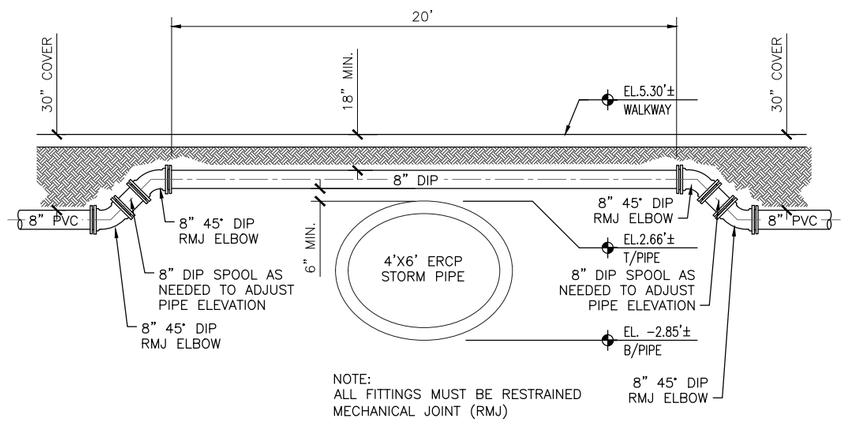
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DRAWING TITLE:
GRADING PLAN
STA.5+00.00 TO STA.7+05.66
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.: COC013	PROJ. MGR.: TMV
DATE: 06/28/2019	DRWN. BY: MBH
SCALE: 1" = 10'	CHKD. BY: TMV
DRAWING NO.: 17 OF 44	
SHEET NO.: C-06	





1 C-07 RECLAIM WM STORM PIPE CROSSING
Scale: 1/4" = 1'-0"

UTILITY PLAN KEYNOTES

1. Connect new 8" reclaimed water main to existing 8" reclaimed watermain
2. Install 8" gate valve
3. Install 2" jumper connection between existing and proposed reclaimed water main
4. Install 8" PVC reclaimed water main (30" minimum cover). Center new watermain 2 ft off edge of existing paver walkway.
5. Remove and dispose of existing 8" reclaimed water main.
6. Storm sewer crossing (letter notes location)
   a. 24" Storm sewer, Top of Pipe = 1.01
   b. 30" Storm sewer, Top of Pipe = 1.37
   c. 15" Storm sewer, Top of Pipe = 1.31
   d. 18" Storm sewer, Top of Pipe = 0.38
   e. 48" Storm sewer, Top of Pipe = 2.66
7. Install 20 lf of 8" DIP reclaimed watermain storm sewer crossing. Refer to detail of crossing on this sheet.
8. Install 2" blow-off with sampling connection.
9. Remove existing underground electric conduit and wire (refer to electrical plans for re-routing of electric conduit and wire). Protect, cap, and record location of all conduit crossings under existing paver sidewalk. Include locations in asbuilt drawings.
10. Install new 17" x 30" communications hand hole with cover. Box and cover shall be made of polymer concrete.
11. Install new two (2) 2" PVC communications conduit (Sch40 PVC) with 24" cover and reinstall wiring. Center new conduit approximately 2 ft off edge of existing paver walkway.
12. Connect to existing 2" PVC communications conduit
13. Remove existing 2" PVC communications conduit
14. Connect existing 3" reclaimed watermain to new 8" PVC watermain by installing 8"x4" reducing tee, 4" gate valve, and 4"x3" reducer.

Note:
All work on the relocation of the reclaimed watermain shall be performed in accordance with the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details, latest edition. Copies of the latest edition of this document are available at https://www.cocoafl.org/235/Utilities. Contractor shall coordinate with City Utilities Inspector and City will pull bacteriological samples from reclaimed water main for testing.

GRAPHIC SCALE
0 10 15 20
1"=10'

811 Know what's below. Call before you dig.

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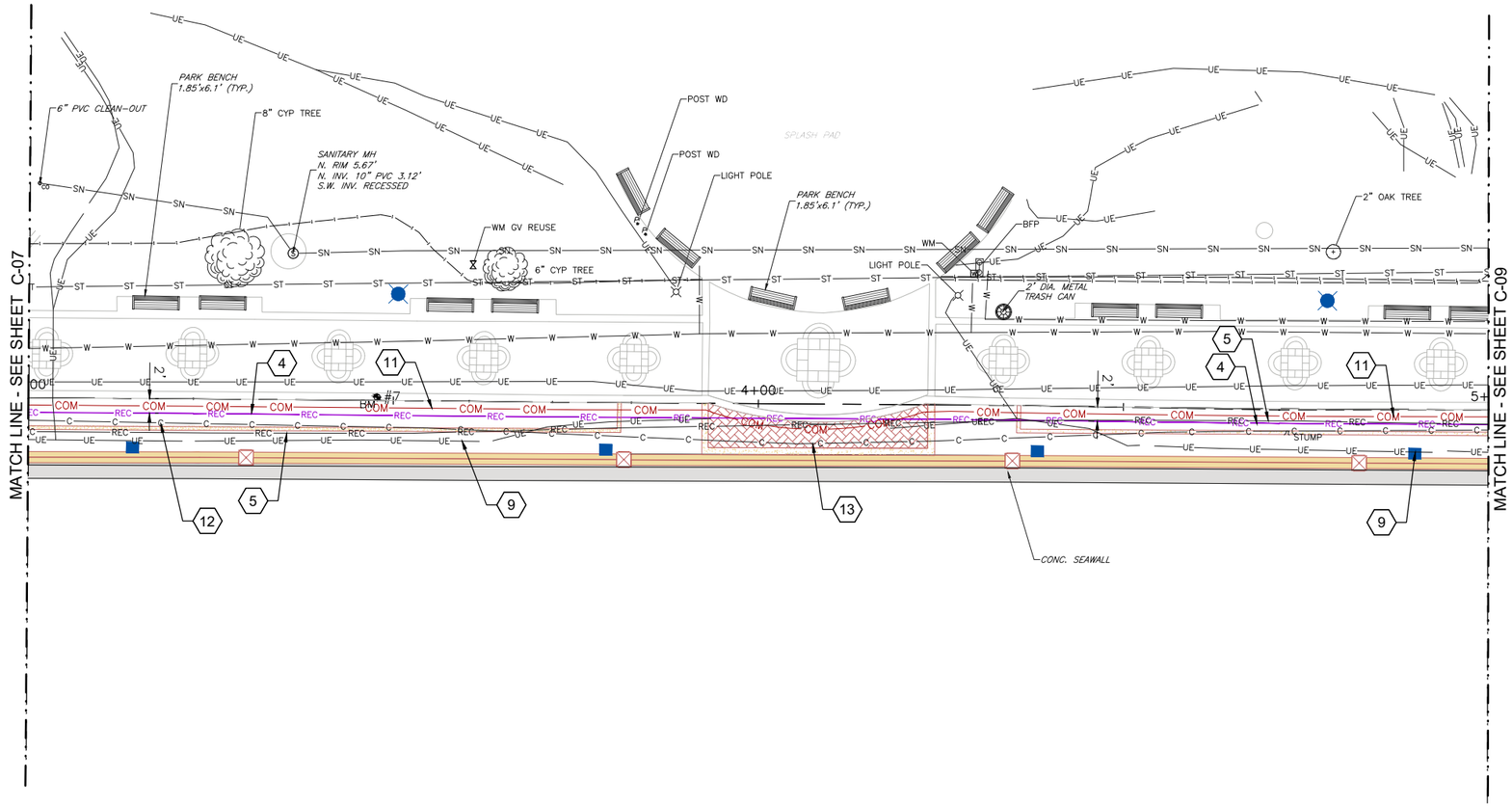
NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION
		REVISIONS

INFRASTRUCTURE SOLUTION SERVICES
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DRAWING TITLE: UTILITY PLAN STA.1+00.00 TO STA.3+00.00
PROMENADE IMPROVEMENTS
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV

DRAWING NO:
18 OF 44
SHEET NO.
C-07



UTILITY PLAN KEYNOTES

1. Connect new 8" reclaimed water main to existing 8" reclaimed watermain
2. Install 8" gate valve
3. Install 2" jumper connection between existing and proposed reclaimed water main
4. Install 8" PVC reclaimed water main (30" minimum cover). Center new watermain 2 ft off edge of existing paver walkway.
5. Remove and dispose of existing 8" reclaimed water main.
6. Storm sewer crossing (letter notes location)
   a. 24" Storm sewer, Top of Pipe = 1.01
   b. 30" Storm sewer, Top of Pipe = 1.37
   c. 15" Storm sewer, Top of Pipe = 1.31
   d. 18" Storm sewer, Top of Pipe = 0.38
   e. 48" Storm sewer, Top of Pipe = 2.66
7. Install 20 lf of 8" DIP reclaimed watermain storm sewer crossing. Refer to detail of crossing on this sheet.
8. Install 2" blow-off with sampling connection.
9. Remove existing underground electric conduit and wire (refer to electrical plans for re-routing of electric conduit and wire). Protect, cap, and record location of all conduit crossings under existing paver sidewalk. Include locations in asbuilt drawings.
10. Install new 17" x 30" communications hand hole with cover. Box and cover shall be made of polymer concrete.
11. Install new two (2) 2" PVC communications conduit (Sch40 PVC) with 24" cover and reinstall wiring. Center new conduit approximately 2 ft off edge of existing paver walkway.
12. Connect to existing 2" PVC communications conduit
13. Remove existing 2" PVC communications conduit
14. Connect existing 3" reclaimed watermain to new 8" PVC watermain by installing 8"x4" reducing tee, 4" gate valve, and 4"x3" reducer.

Note:
All work on the relocation of the reclaimed watermain shall be performed in accordance with the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details, latest edition. Copies of the latest edition of this document are available at https://www.cocoafl.org/235/Utilities. Contractor shall coordinate with City Utilities Inspector and City will pull bacteriological samples from reclaimed water main for testing.

GRAPHIC SCALE
0 10 15 20
1"=10'

811 Know what's below. Call before you dig.

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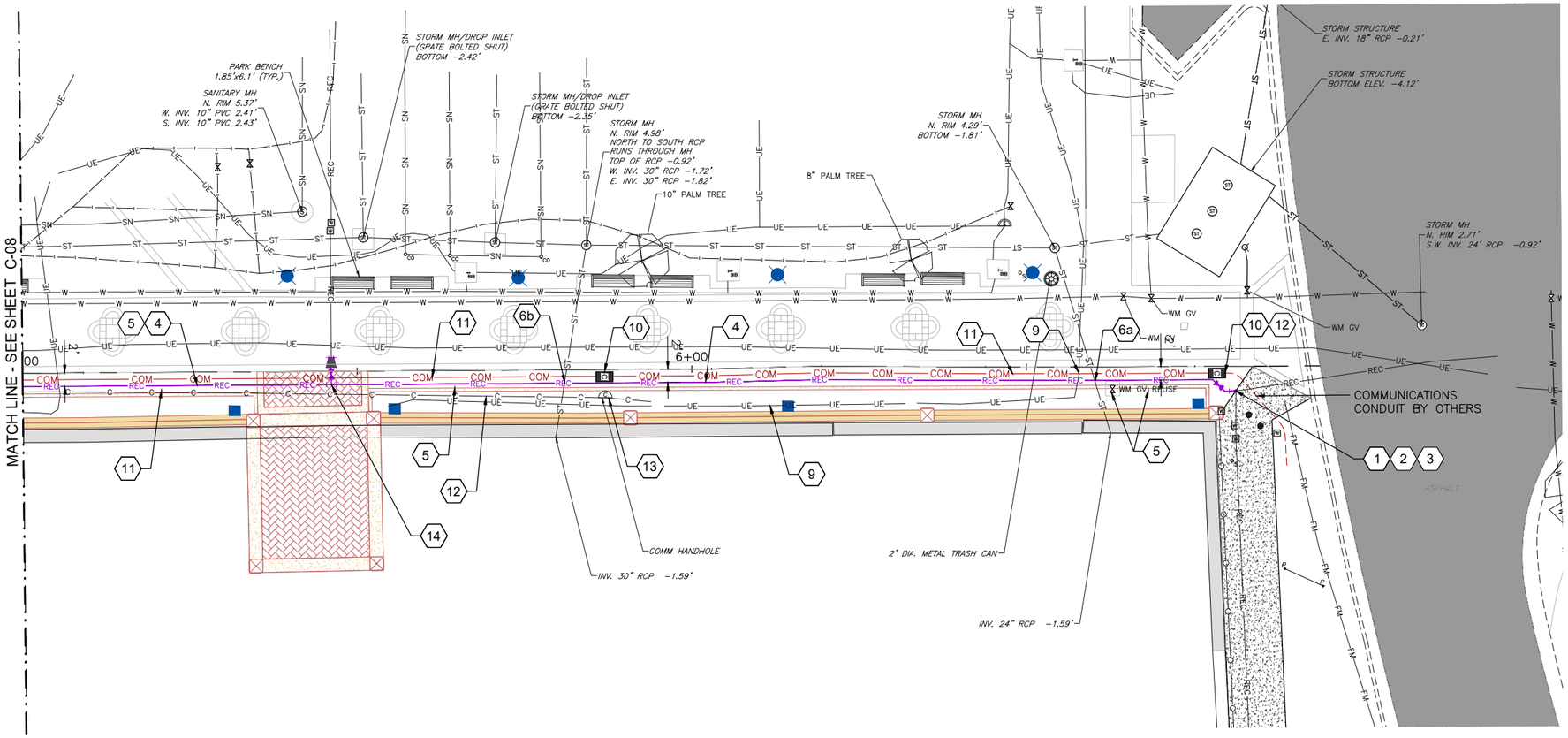
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DRAWING TITLE: UTILITY PLAN STA.3+00.00 TO STA.5+00.00
PROMENADE IMPROVEMENTS
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV

DRAWING NO:
19 OF 44
SHEET NO.
C-08



UTILITY PLAN KEYNOTES

1. Connect new 8” reclaimed water main to existing 8” reclaimed watermain
2. Install 8” gate valve
3. Install 2” jumper connection between existing and proposed reclaimed water main
4. Install 8” PVC reclaimed water main (30” minimum cover). Center new watermain 2 ft off edge of existing paver walkway.
5. Remove and dispose of existing 8” reclaimed water main.
6. Storm sewer crossing (letter notes location)
   a. 24" Storm sewer, Top of Pipe = 1.01
   b. 30” Storm sewer, Top of Pipe = 1.37
   c. 15” Storm sewer, Top of Pipe = 1.31
   d. 18” Storm sewer, Top of Pipe = 0.38
   e. 48” Storm sewer, Top of Pipe = 2.66
7. Install 20 lf of 8” DIP reclaimed watermain storm sewer crossing. Refer to detail of crossing on this sheet.
8. Install 2” blow-off with sampling connection.
9. Remove existing underground electric conduit and wire (refer to electrical plans for re-routing of electric conduit and wire). Protect, cap, and record location of all conduit crossings under existing paver sidewalk. Include locations in asbuilt drawings.
10. Install new 17” x 30” communications hand hole with cover. Box and cover shall be made of polymer concrete.
11. Install new two (2) 2” PVC communications conduit (Sch40 PVC) with 24” cover and reinstall wiring. Center new conduit approximately 2 ft off edge of existing paver walkway.
12. Connect to existing 2” PVC communications conduit
13. Remove existing 2” PVC communications conduit
14. Connect existing 3” reclaimed watermain to new 8” PVC watermain by installing 8”x4” reducing tee, 4” gate valve, and 4”x3” reducer.

Note:
All work on the relocation of the reclaimed watermain shall be performed in accordance with the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details, latest edition. Copies of the latest edition of this document are available at https://www.cocoafl.org/235/Utilities. Contractor shall coordinate with City Utilities Inspector and City will pull bacteriological samples from reclaimed water main for testing.

GRAPHIC SCALE
0 10 15 20
1"=10'

811 Know what's below. Call before you dig.

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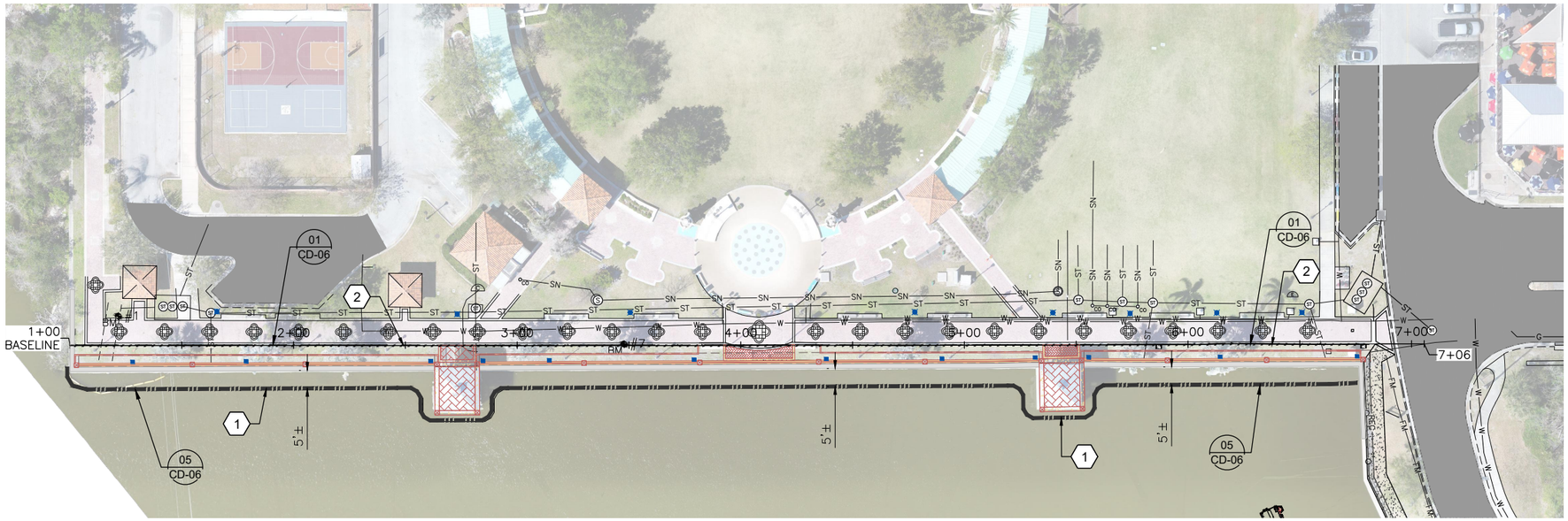
NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION

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DRAWING TITLE: UTILITY PLAN STA.5+00.00 TO STA.7+05.66
PROMENADE IMPROVEMENTS
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE: 06/28/2019	DRWN. BY: MBH
SCALE: 1" = 10'	CHKD. BY: TMV
DRAWING NO: 20 OF 44	
SHEET NO. C-09	



BEST MANAGEMENT PRACTICES GUIDELINES

1. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING CONSTRUCTION TO CONTROL EROSION AND PREVENT THE TRANSPORT OF SEDIMENT TO SURFACE, STORM DRAINS AND/OR ADJACENT PROPERTIES. SILT SCREENS, HAY BALES AND/OR FILTER FABRIC, OR OTHER APPROVED MEANS, SHALL BE EMPLOYED. SODDING AND/OR SEEDING SHALL BE ACCOMPLISHED AS SOON AS PRACTICAL AFTER EXCAVATION AND GRADING IS COMPLETE.
2. BEST MANAGEMENT PRACTICES DEVICES SHALL BE USED TO ADDRESS EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH CITY OF ROCKLEDGE COUNTY EROSION AND SILTATION CONTROL REQUIREMENTS.
3. THE PLAN INDICATES TYPICAL BEST MANAGEMENT PRACTICES DEVICE LOCATIONS. REFER TO BMP DETAILS FOR CORRECT PLACEMENT. BMPS SHALL BE PROVIDED FOR ALL EXISTING AND INTERIM DRAINAGE STRUCTURES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION OR AS INSTRUCTED BY THE ENGINEER.
5. ALL GRASSING BY SOD SHALL BE INSTALLED AS SOON AS PRACTICAL UPON THE COMPLETION OF FINAL GRADING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ALL GRASSING IN A HEALTHY GROWING ENVIRONMENT UNTIL FINAL ACCEPTANCE AND CERTIFICATION.
6. THE CONTRACTOR, SHALL BE RESPONSIBLE TO SAFELY STORE EQUIPMENT, FUEL, OIL AND OTHER HAZARDOUS SUBSTANCES FROM CONTAMINATING THE STORM WATER MANAGEMENT AND COLLECTION SYSTEMS AND PRESERVATION AREAS.
7. ALL REQUIRED TREE PROTECTION BARRICADES SHALL MEET THE STANDARDS OF THE GOVERNING MUNICIPALITY AND ANY APPLICABLE TREE PROTECTION ORDINANCES.
8. PRIOR TO DEVELOPMENT–RELATED LAND CLEARING ACTIVITIES, ALL APPLICABLE MUNICIPAL APPROVALS MUST BE OBTAINED. IF BURNING OF TREES AND/OR BRANCHES IS REQUIRED FOR LAND CLEARING, A BURN PERMIT MUST BE FIRST OBTAINED.
9. EROSION AND SEDIMENT CONTROL BMPS IN ADDITION TO THOSE PRESENTED ON THE PLANS AND OUTLINED IN THE EROSION AND SEDIMENT CONTROL PLAN (ECP), BEST MANAGEMENT PRACTICES (BMP) PLAN, AND/OR STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING ONTO ADJACENT PROPERTIES OR ROADWAYS, OFF SITE STORMWATER CONVEYANCES OR RECEIVING WATERS, OR ON SITE WETLANDS AND SURFACE WATERS. BMPS SHALL BE DESIGNED, INSTALLED, AND MAINTAINED BY THE SITE OPERATOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS. [THE OPERATOR IS THE ENTITY THAT OWNS OR OPERATES THE CONSTRUCTION ACTIVITY AND HAS AUTHORITY TO CONTROL THOSE ACTIVITIES AT THE PROJECT NECESSARY TO ENSURE COMPLIANCE.
10. OFF SITE SURFACE WATER DISCHARGES, DISCHARGES TO THE MS4, OR DISCHARGES TO ONSITE WETLANDS OR SURFACE WATERS WITH TURBIDITY IN EXCESS OF 29 NEPHELOMETRIC TURBIDITY UNITS (NTUS) ABOVE BACKGROUND LEVEL SHALL BE IMMEDIATELY CORRECTED. SUCH INCIDENTS SHALL BE REPORTED TO THE AGENCY HAVING JURISDICTION WITHIN 24 HOURS OF THE OCCURRENCE. THE REPORT SHALL INCLUDE THE CAUSE OF THE DISCHARGE AND CORRECTIVE ACTIONS TAKEN.
11. THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION, OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62–296.320(4)(C)1, F.A.C., BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.
12. FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO THE AGENCY HAVING JURISDICTION. SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.
13. THE CONTRACTOR SHALL PROVIDE ANY NECESSARY DEWATERING FOR THE DURATION OF THE PROJECT'S CONSTRUCTION.
14. CONTRACTOR SHALL CONTROL OFF–SITE SOIL TRACKING INCLUDING MATERIAL SPILLAGE OR SOIL TRACKING ONTO PUBLIC ROADS. THIS IS TO BE ACCOMPLISHED BY MANUAL REMOVAL AS NECESSARY, AND BY SOIL TRACKING PREVENTION TECHNIQUES IN ACCORDANCE WITH FDOT STANDARDS INDEX 106.
15. IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, AND THE AGENCY HAVING JURISDICTION SHALL BE CONTACTED.

EROSION CONTROL KEYNOTES

1. Install Floating Turbidity Barrier.
2. Install Silt Fence.

BMP LEGEND

- PROPOSED FLOATING TURBIDITY BARRIER
- PROPOSED SILT FENCE
- OTHER PROPOSED BMP DEVICE (WITH BMP ID)
- 1,3 — PROPOSED BMP DEVICE IDENTIFICATION (REFER TO DETAILS ON SHEET #####)

SSI

GRAPHIC SCALE
0 30 45 60
1"=30'

811 Know what's below. Call before you dig.

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THOMAS M. VILL, P.E. #71186

NO.	DATE:	DESCRIPTION
		REVISIONS
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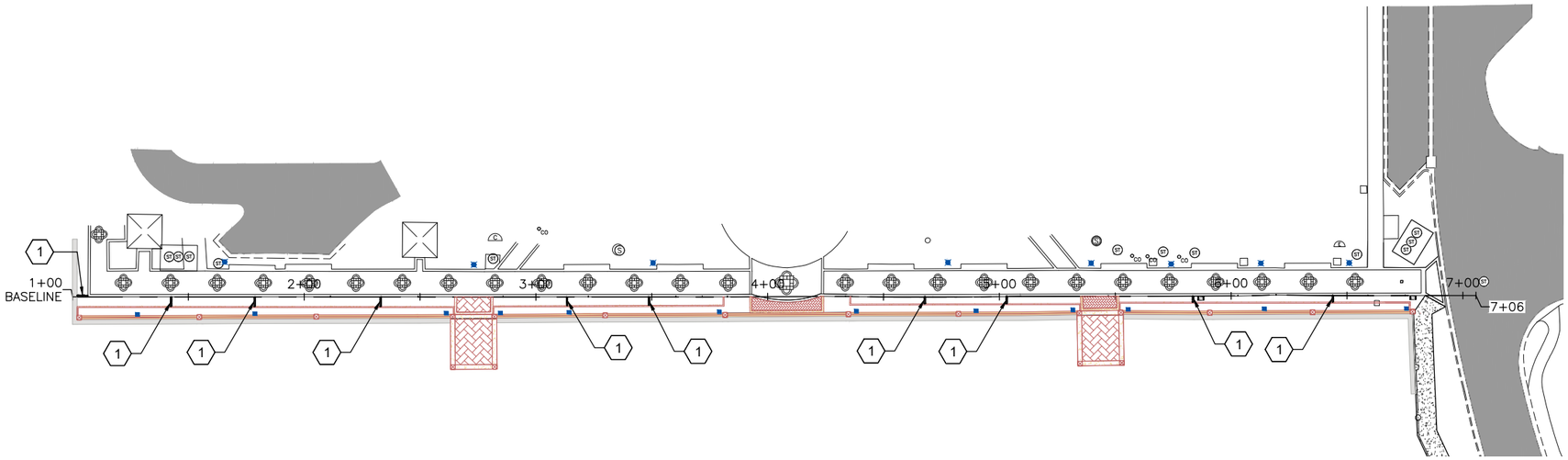
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Phone: (321) 622-4646
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DRAWING TITLE: EROSION CONTROL PLAN
PROMENADE IMPROVEMENTS
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 30'	TMV

DRAWING NO: 21 OF 44

SHEET NO. C-10

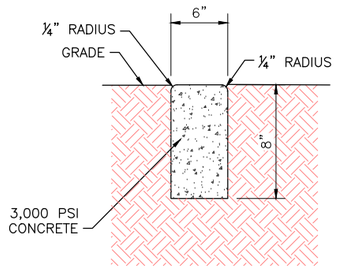


SITE PLAN KEYNOTES

1. Install concrete ribbon curb flush with sod. See Ribbon Curb Detail on this sheet.

Bid Alternate:

1. The City is requesting a Add Alternate to the Bid for this project. As part of Contract Award, the City will decide whether or not to complete the alternate work.
2. This plan defines the Alternate Work to be performed.
3. The cost of this work shall be listed on the bid form in the "Bid - Add Alternate" line. The amount bid shall be the total amount to provide a complete and functioning project, if the City elects to complete the alternate work.
4. The alternate work is generally described as:
   a. Replacement of approximately 800 sf of sod with plantings of Arachis Glabrata aka "Perennial Peanut." Refer to drawing L-4 for more detail.
   b. Install an additional approximately 30 lf of ribbon curb to separate the areas of "Perennial Peanut" from the sod areas.
5. The price bid for "Bid-Add Alternate" shall include other minor ancillary changes to the improvements necessary to construct the alternate work.



NOTES:
1. Install ½" expansion joint abutting hard surfaces.

RIBBON CURB DETAIL

Scale: N.T.S.

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GRAPHIC SCALE
0 30 45 60
1"=30'

10/22/2019 5:40:19 PM

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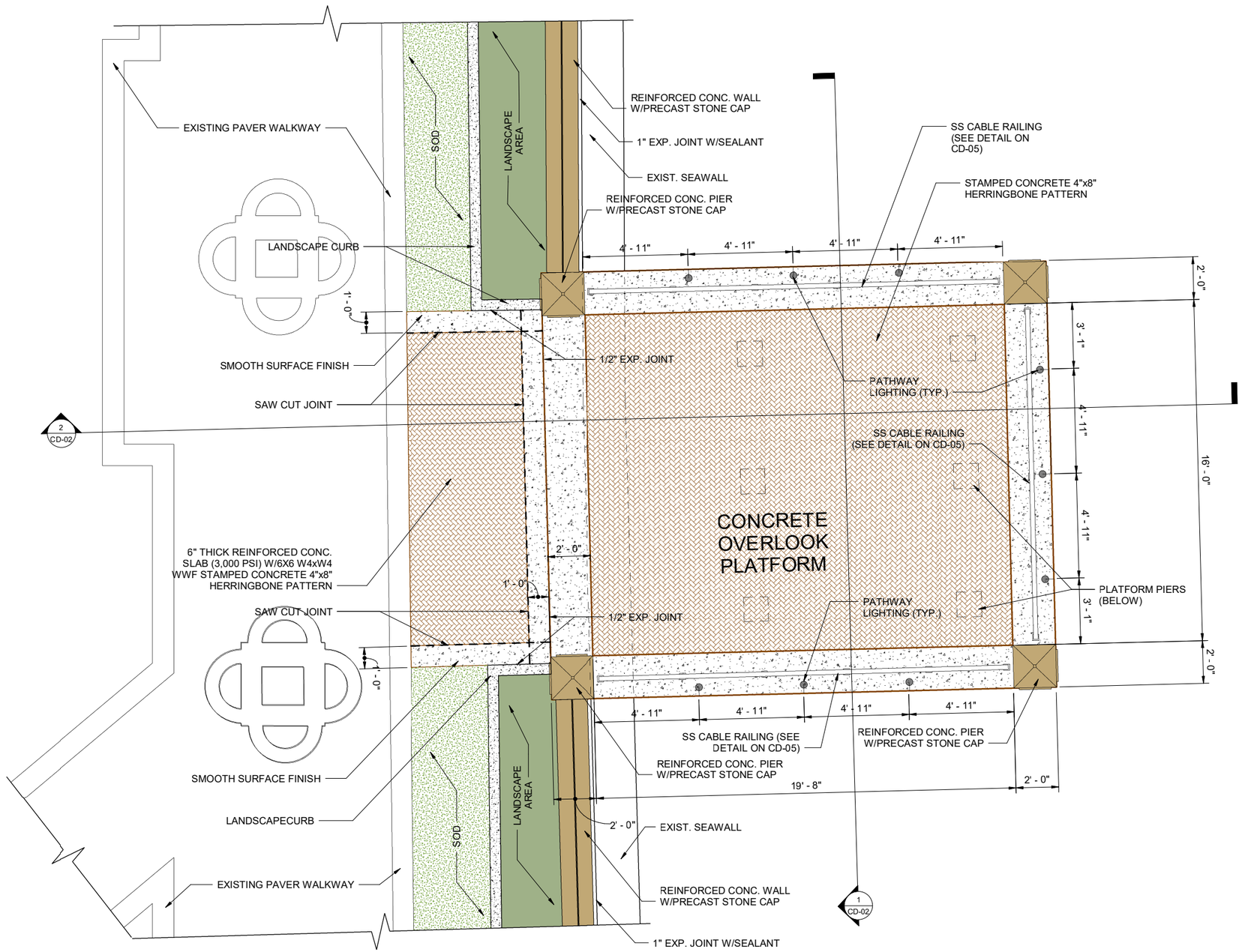
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DRAWING TITLE: BID ADD ALTERNATE PLAN
PROMENADE IMPROVEMENTS
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 30'	TMV

DRAWING NO: 22 OF 44

SHEET NO. C-11



OVERLOOK PLATFORM PLAN
3/8" = 1'-0"

10/23/2019 10:17:39 AM

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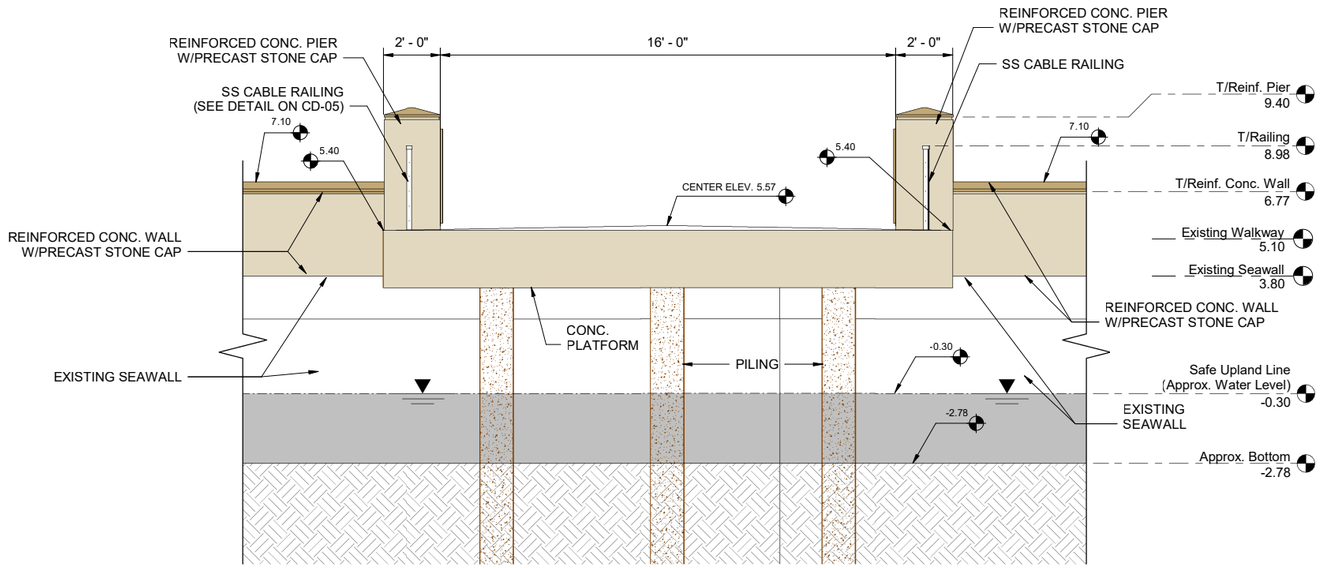
DRAWING TITLE:
WALL PLANS AND SECTIONS
OVERLOOK PLATFORM PLAN

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRW. BY:
09/23/2019	MBH
SCALE:	CHKD. BY:
3/8" = 1'-0"	TMV

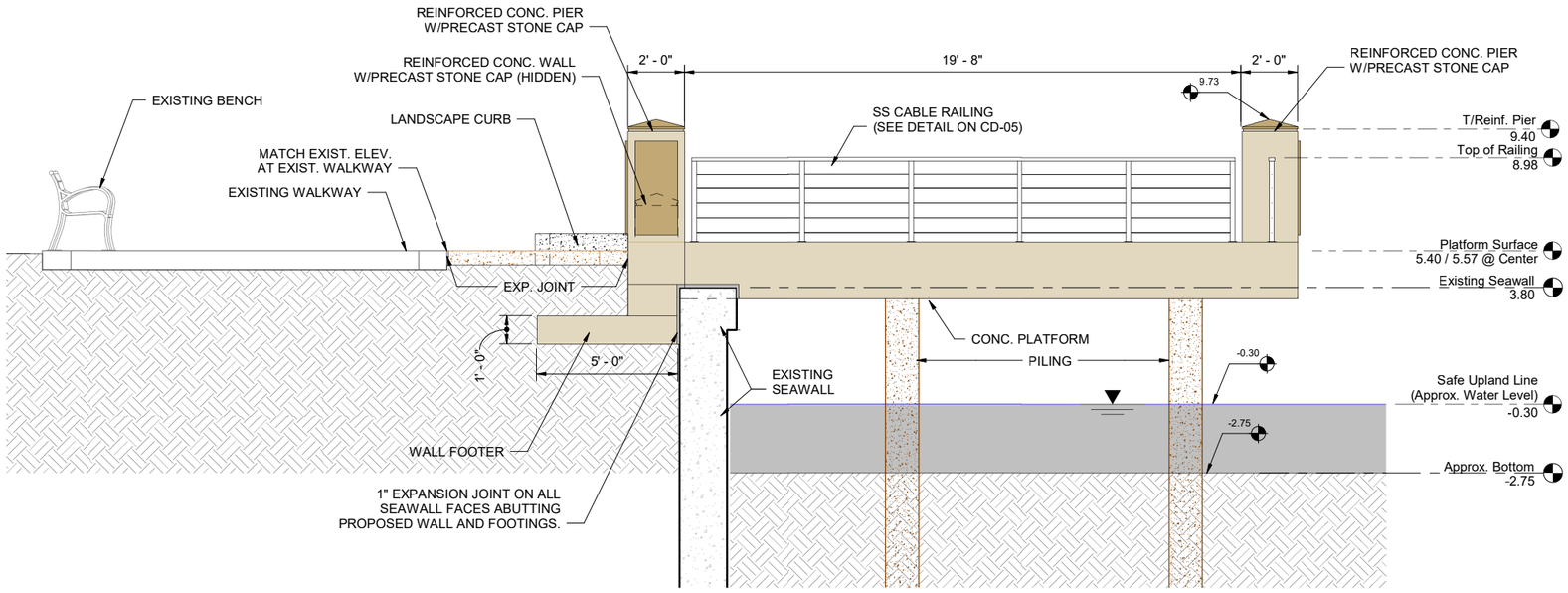
DRAWING NO:
22 of 44

SHEET NO:
CD-01



1 / CD-02 Section 1

3/8" = 1'-0"



2 / CD-02 Section 2

3/8" = 1'-0"

NOTES:

1. "T/Reinf." Elevations called out in section views are top of the cast-in-place reinforced concrete wall and piers. That height does not include the height of the precast stone cap.
2. Refer to Coating Schedule on C-01 for coating requirements.

THOMAS M. VILL, P.E.
#71186

NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/ NOT RELEASED FOR CONSTRUCTION
2		
3		
4		

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WALL PLANS AND SECTIONS
OVERLOOK PLATFORM SECTIONS

CLIENT:
CITY OF COCOA

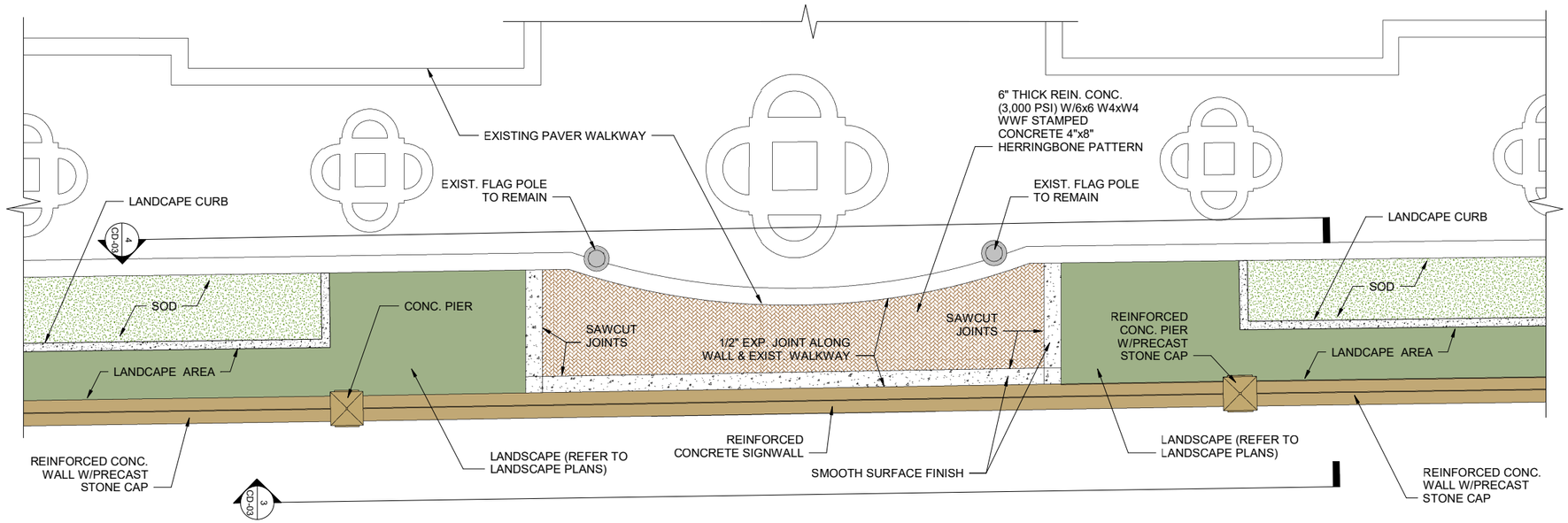
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COC013	TMV
DATE:	DRW. BY:
09/23/2019	MBH
SCALE:	CHKD. BY:
3/8" = 1'-0"	TMV

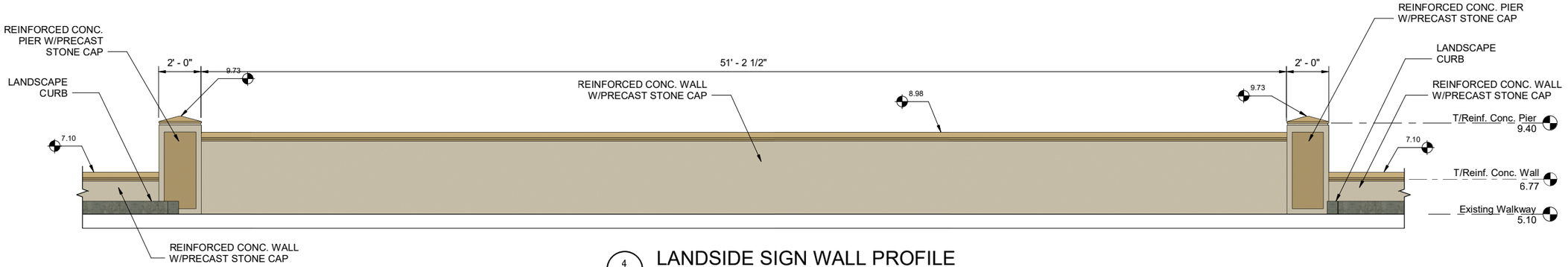
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SHEET NO:
CD-02

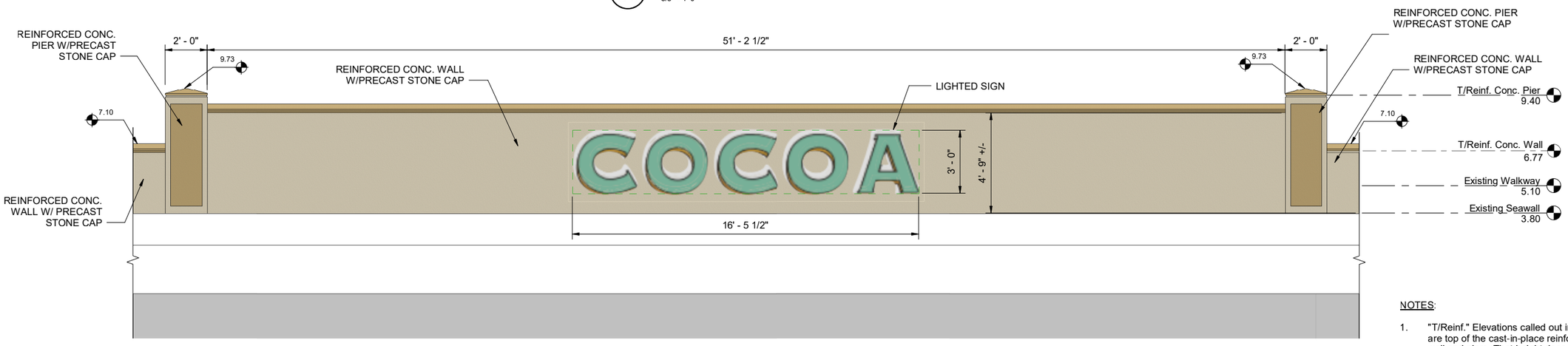
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4 CD-03 LANDSIDE SIGN WALL PROFILE
3/8" = 1'-0"



3 CD-03 RIVERSIDE SIGN WALL PROFILE
3/8" = 1'-0"

NOTES:

1. "T/Reinf." Elevations called out in section views are top of the cast-in-place reinforced concrete wall and piers. That height does not include the height of the precast stone cap.
2. Refer to Coating Schedule on C-01 for coating requirements.

NO	DATE:	DESCRIPTION
4		
3		
2		
1	10/22/2019	RELEASED FOR BID/ NOT RELEASED FOR CONSTRUCTION

REVISIONS

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DRAWING TITLE: WALL PLANS AND SECTIONS
SIGN WALL PLAN AND PROFILE

CLIENT: CITY OF COCOA

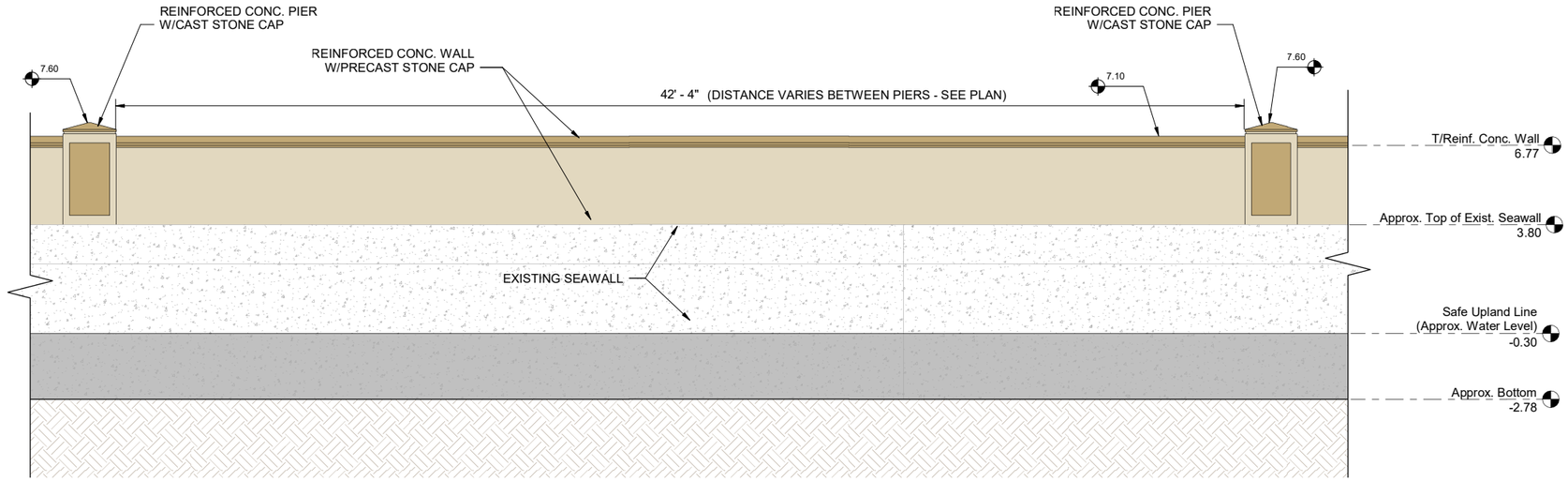
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COC013	TMV
DATE:	DRW. BY:
09/23/2019	MBH
SCALE:	CHKD. BY:
As indicated	TMV

DRAWING NO: 24 of 44

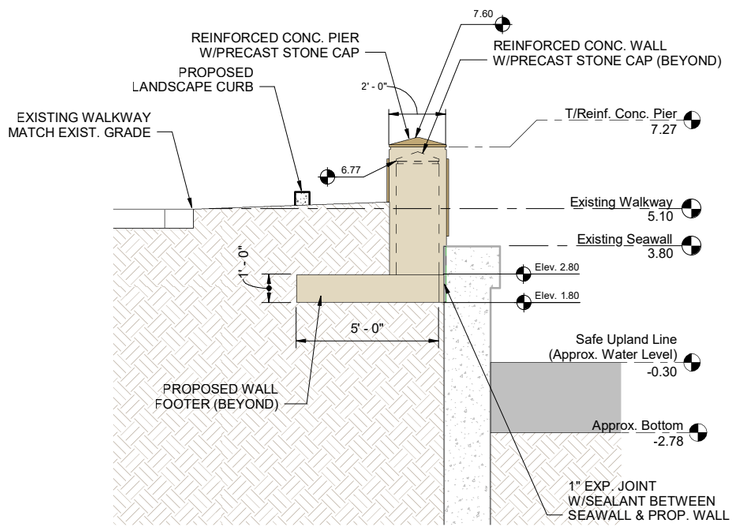
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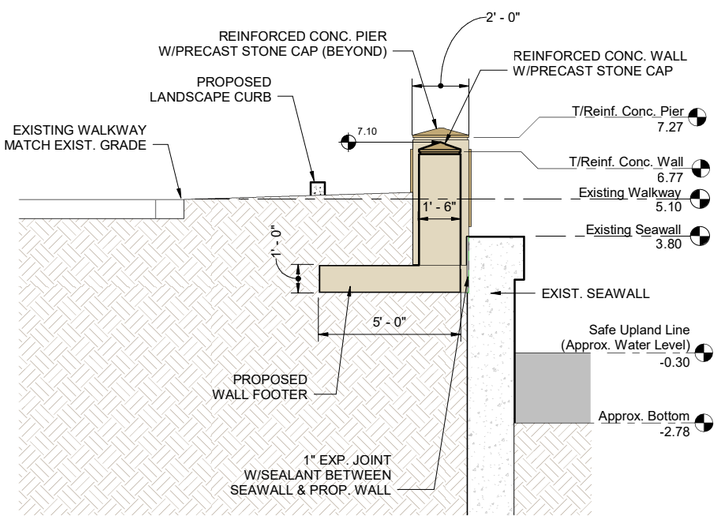
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6 / CD-04 Section 6
3/8" = 1'-0"



1 / CD-04 Section 7
3/8" = 1'-0"



2 / CD-04 Section 8
3/8" = 1'-0"

NOTES:

1. "T/Reinf." Elevations called out in section views are top of the cast-in-place reinforced concrete wall and piers. That height does not include the height of the precast stone cap.
2. Refer to Coating Schedule on C-01 for coating requirements.

10/23/2019 10:17:48 AM

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THOMAS M. VILL, P.E. #71186

NO.	DATE:	DESCRIPTION
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4		

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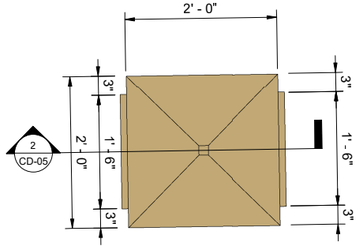
DRAWING TITLE: WALL PLANS AND SECTIONS
PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRW. BY:
09/23/2019	MBH
SCALE:	CHKD. BY:
3/8" = 1'-0"	TMV

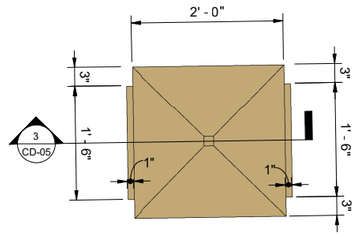
DRAWING NO: 25 of 44

SHEET NO: CD-04



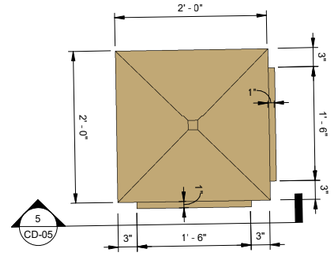
A CD-05 PIER - TYPE A

1" = 1'-0"



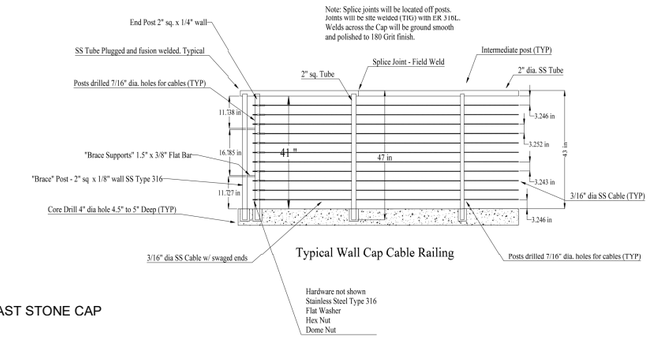
B CD-05 PIER - TYPE B

1" = 1'-0"



4 CD-05 PIER - TYPE C

1" = 1'-0"

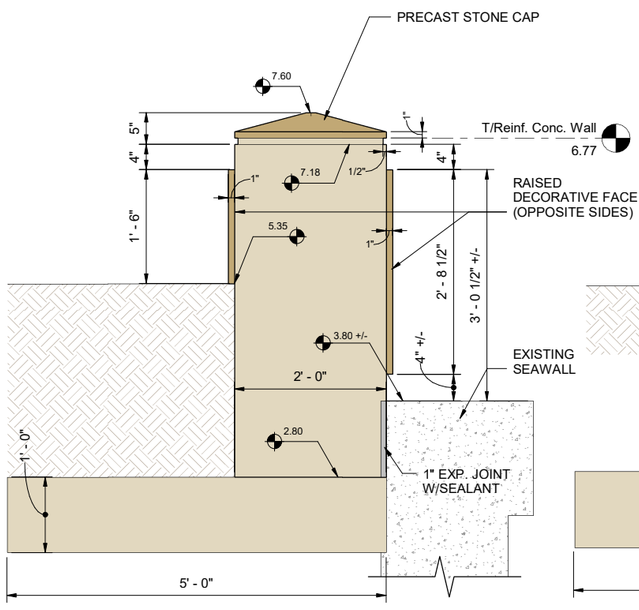


NOTES:

1. RAILING FABRICATOR SHALL PROVIDE DETAILED SHOP DRAWINGS AND CALCULATIONS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN FLORIDA.
2. RAILING SHALL BE PROVIDED BY AMAZON METAL FABRICATORS, INC., COCOA, FLORIDA OR EQUAL.
3. RAILING SHALL TERMINATE AT EACH FULL-DEPTH EXPANSION JOINT IN SIDEWALK WITH BRACE POST AND BRACE SUPPORTS. A STAINLESS-STEEL FLAG POST SHALL EXTEND OVER THE EXPANSION JOINT TO INSURE A MAXIMUM OPENING BETWEEN RAILING SECTIONS OF 1.5".

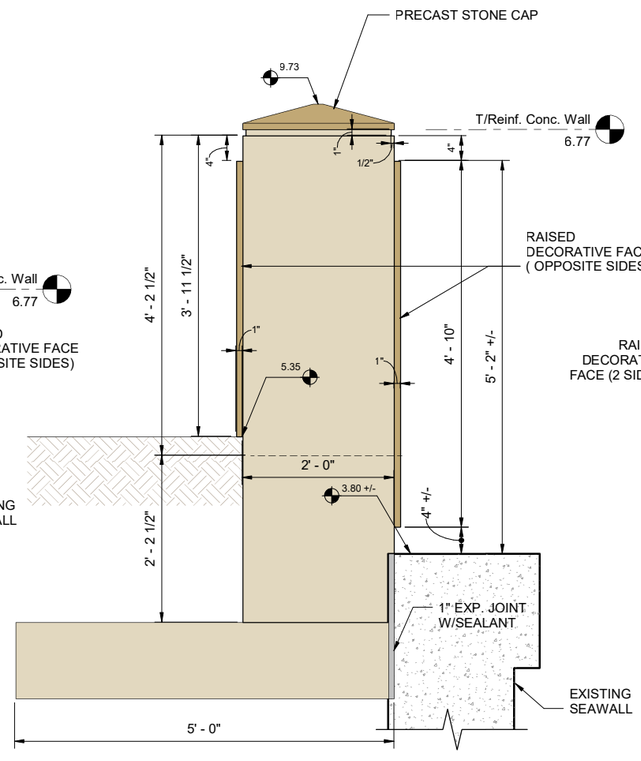
CABLE RAILING DETAIL

N.T.S.



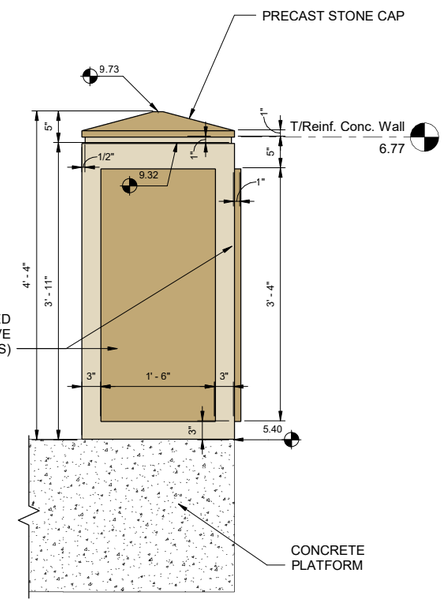
2 CD-05 PIER TYPE A - SIDE VIEW

1" = 1'-0"



3 CD-05 PIER TYPE B - SIDE VIEW

1" = 1'-0"



5 CD-05 PIER TYPE C - SIDE VIEW

1" = 1'-0"

NOTES:

1. "T/Reinf." Elevations called out in section views are top of the cast-in-place reinforced concrete wall and piers. That height does not include the height of the precast stone cap.
2. Refer to Coating Schedule on C-01 for coating requirements.

NO	DATE:	DESCRIPTION	REVISIONS
1	10/22/2019	RELEASED FOR BID/ NOT RELEASED FOR CONSTRUCTION	
2			
3			
4			

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DRAWING TITLE:
WALL PLANS AND SECTIONS
PIER AND CIVIL DETAILS

CLIENT:
CITY OF COCOA

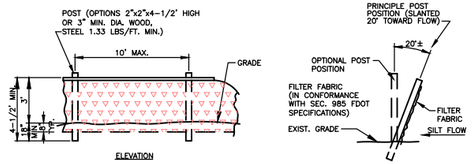
PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRW. BY:
09/23/2019	MBH
SCALE:	CHKD. BY:
As indicated	TMV

DRAWING NO:
26 of 44

SHEET NO:
CD-05

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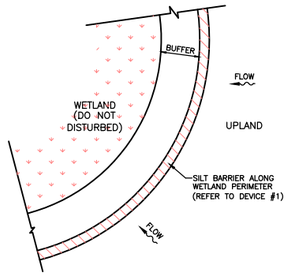
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TYPICAL SILT FENCE

BMP DEVICE #1

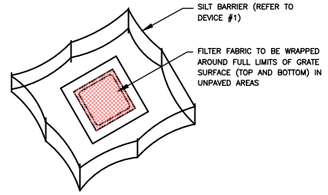
N.T.S.



TYPICAL SILT FENCE PLACEMENT AT WETLAND BUFFER

BMP DEVICE #2

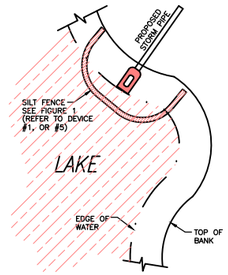
N.T.S.



STAKED SILT BARRIER OR SILT FENCE PROTECTION AROUND DITCH BOTTOM INLET

BMP DEVICE #3

N.T.S.



NOTES:

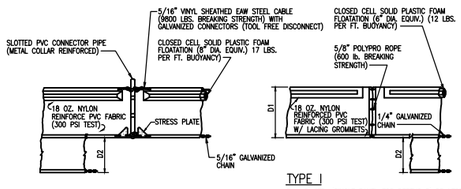
WHERE A DAM IS REQUIRED WITHIN EXISTING LAKE FOR CONSTRUCTION OF STORM PIPE, SILT FENCE SHALL BE PLACED BEYOND THE DAM.

WHERE THE STORM PIPE CONNECTION OCCURS BEYOND THE NORMAL WATER LEVEL A FLOATING TURBIDITY BARRIER SHALL BE UTILIZED.

SILT BARRIER AT CONNECTION OF STORM PIPE TO LAKE

BMP DEVICE #4

N.T.S.



TYPE II

TYPE I

D = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS). 1 D = 5' STD. (ADDITIONAL PANEL FOR DEPTHS 5'). 2 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

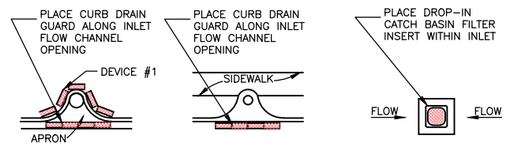
NOTE:

COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS REVIEWED AND APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS

BMP DEVICE #5

N.T.S.

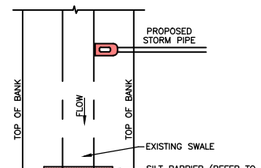


PARTIAL INLET | COMPLETED INLET | DITCH BOTTOM INLET

STANDARD BMP DEVICE PLACEMENT AROUND INLETS OR SIMILAR STRUCTURES

BMP DEVICE #6

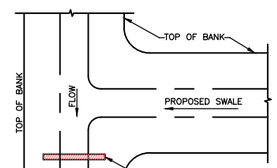
N.T.S.



SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE

BMP DEVICE #7

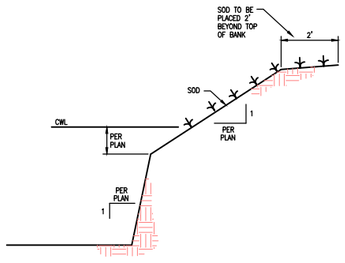
N.T.S.



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE

BMP DEVICE #8

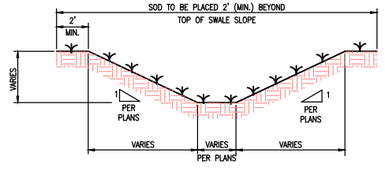
N.T.S.



TYPICAL RETENTION/DETENTION POND SECTION (MINIMUM SODDING LIMITS)

BMP DEVICE #9

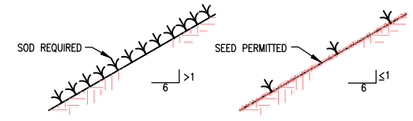
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TYPICAL SWALE SECTION (MINIMUM SODDING LIMITS)

BMP DEVICE #10

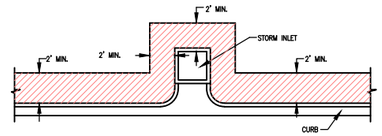
N.T.S.



SODDING AND SEEDING OF SLOPES

BMP DEVICE #11

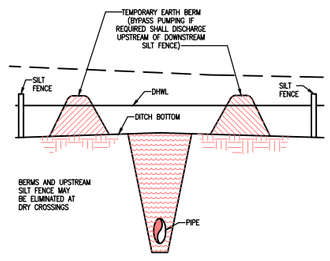
N.T.S.



SOD ALONG CURBING AND INLETS

BMP DEVICE #12

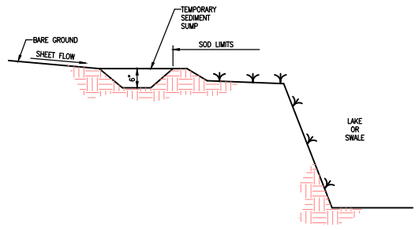
N.T.S.



UNDERGROUND PIPE CROSSING

BMP DEVICE #13

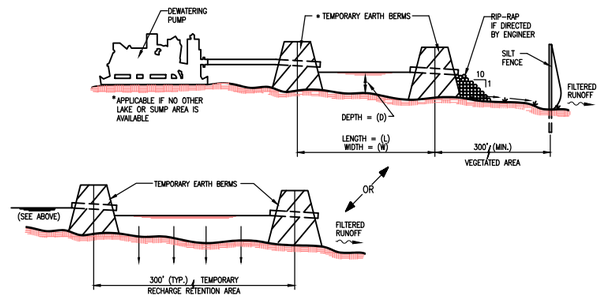
N.T.S.



TEMPORARY SEDIMENT SUMP

BMP DEVICE #14

N.T.S.



TYPICAL DEWATERING DISCHARGE PLAN

BMP DEVICE #15

N.T.S.

NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION

REVISIONS

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DRAWING TITLE:
EROSION AND SEDIMENTATION CONTROL DETAILS
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
N.T.S.	TMV

DRAWING NO:
28 OF 44

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CD-06

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SYMBOL / DESCRIPTION

GENERAL WIRING

SYMBOL	DESCRIPTION
2#12,1#12G–3/4"C	INDICATES CIRCUIT CONDUCTORS AND RACEWAY.
	CONNECTION TO EQUIPMENT AS NOTED
LP1–1	HOME RUN–PANEL/CIRCUIT NOTED
	CONDUIT RUNS CONCEALED
	CONDUIT, STUBBED AND CAPPED AS SHOWN
OHE	OVERHEAD PRIMARY WIRING AS NOTED (EXISTING)
UGE	UNDERGROUND ELECTRIC
UGC	UNDERGROUND COMM / DATA
C	INSTRUMENTATION & CONTROL DUCTBANK/ CONDUIT
G	GROUNDING CONDUCTORS AS NOTED ON PLAN
J	WIRING J–BOX, SUITABLE FOR NUMBER OF WIRES AND ENVIRONMENT PER SPECIFICATIONS
	EQUIPMENT CONNECTION, TYPICALLY FOR PLC DEVICES; COORDINATE WITH DEVICE SUPPLIER AND I&C CONTRACTOR
	DEMOLITION
[XX]	CIRCUIT WIRING TYPE PER SCHEDULES, SEE E–7
XX	KEY NOTE

DISTRIBUTION AND MOTORS

	PANELBOARD
	TRANSFORMER, VOLTAGES, PHASE AND RATING INDICATED AS APPLICABLE
MH–1	MANHOLE / HANDHOLE, MH–1 NOTED
	GROUND CONNECTION
5	MOTOR WITH HORSEPOWER SIZE NOTED
3 60 NF	NONFUSED DISCONNECT SWITCH, SIZE INDICATED, 3 POLE UNLESS INDICATED OTHERWISE, NEMA 1 ENCLOSURE U.O.N.
3 60 40	FUSED DISCONNECT SWITCH, SIZE INDICATED (60/40, 60 = SWITCH RATING: 40 = FUSE RATING) 3 POLE UNLESS INDICATED OTHERWISE, NEMA 1 ENCLOSURE U.O.N.
	STARTER, MAGNETIC, NEMA SIZE FOR DRIVEN LOAD, NEMA 1 ENCLOSURE, UNLESS INDICATED OTHERWISE.
	COMBINATION (FUSE OR CIRCUIT BREAKER AS INDICATED). MAGNETIC STARTER, NEMA SIZE FOR DRIVEN LOAD,
T	PAD MOUNTED TRANSFORMER
P	POWER MANHOLE
I	INSTRUMENT / CONTROLS HANDHOLE

LIGHTING

LUMINAIRE / POLE	POLE MOUNTED LIGHTING FIXTURE
PC	PHOTOCELL SWITCH

GROUNDING AND LIGHTNING PROTECTION

G	GROUND WIRE, 1/0 UNLESS OTHERWISE NOTED

TIME DELAY CONTACTS

	NORMALLY OPEN, TIMED OPEN
	NORMALLY OPEN, TIMED CLOSED
	NORMALLY CLOSED, TIMED OPEN
	NORMALLY CLOSED, TIMED CLOSED

LIQUID LEVEL

	OPENS ON RISING LEVEL, CLOSES ON FALLING LEVEL
	CLOSES ON RISING LEVEL, OPENS ON FALLING LEVEL

PRESSURE

	OPENS ON RISING PRESSURE, CLOSES ON FALLING PRESSURE
	CLOSES ON RISING PRESSURE, OPENS ON FALLING PRESSURE

FLOW

	OPENS ON RISING FLOW, CLOSES ON FALLING FLOW
	CLOSES ON RISING FLOW, OPENS ON FALLING FLOW

TEMPERATURE

	OPENS ON RISING TEMPERATURE, CLOSES ON FALLING TEMPERATURE
	CLOSES ON RISING TEMPERATURE, OPENS ON FALLING TEMPERATURE

LIMIT SWITCH

	NORMALLY CLOSED
	NORMALLY OPEN

SCHEMATIC CONTROLS AND DEVICES

	CONTACT – NORMALLY OPEN
	CONTACT – NORMALLY CLOSED
	OVERLOAD RELAY HEATER
1	MAGNETIC STARTER WITH NEMA SIZE INDICATED
M	CIRCUIT BREAKER, MAGNETIC, TRIP SHOWN, 3 POLE U.O.N., SIZED FOR MOTOR LOAD PER N.E.C. SECTION 430
3 100 40	CIRCUIT BREAKER, 100A FRAME, 40A TRIP SHOWN, 3 POLE UNLESS INDICATED OTHERWISE.
400 400	CIRCUIT BREAKER WITH CURRENT LIMITING FUSES, TRIP AND FUSE RATING INDICATED, 3 POLE UNLESS INDICATED OTHERWISE.
400 225	FUSED SWITCH, SWITCH AND FUSE CURRENT RATING INDICATED, 3 POLE UNLESS INDICATED OTHERWISE.
100	NON–FUSED SWITCH – CURRENT RATING INDICATED, 3 POLE UNLESS INDICATED OTHERWISE.
400	FUSE, SIZES AS NOTED
	GROUND
	PUSH–BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY OPEN
	PUSH–BUTTON SWITCH, MOMENTARY CONTACT, NORMALLY CLOSED
	PUSH BUTTON SWITCH, MAINTAINED CONTACTS WITH MECHANICAL INTERLOCK
	REMOTE DEVICE (SQUARES INDICATE PANEL TERMINALS FOR FIELD DEVICES.)
	INTERNAL DEVICE (FILLED CIRCLES INDICATE PANEL/ VFD/STARTER ETC., INTERNAL CONNECTION)

SELECTOR SWITCH: MAINTAINED CONTACT WITH CONTACT POSITION INDICATED, CHART IDENTIFIES OPERATION

H O A
1 XOO
2 OOX

	POSITION		
CKT.	HAND	OFF	AUTO
1	X	O	O
2	O	O	X

X – CLOSED CONTACT
O – OPEN CONTACT

A — PUSH–TO–TEST AND CONNECT, INDICATING LIGHT LETTER INDICATES COLOR
- A – AMBER
- B – BLUE
- C – CLEAR
- G – GREEN
- R – RED
- W – WHITE

CR — CONTROL RELAY

SOV — SOLENOID VALVE

MOV — MOTOR OPERATED VALVE

ABBREVIATIONS

A	AMMETER, AMPERE, AMBER
AC	ALTERNATING CURRENT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AIC	AMPERE INTERRRUPTING CAPACITY
AL	ALUMINUM
ALT	ALTERNATE, ALTERNATOR
AS	AMMETER SWITCH,
AST	ABOVE GROUND STORAGE TANK (DIESEL FUEL)
ATS	AUTOMATIC TRANSFER SWITCH
BRKR	BREAKER
C	CONDUIT, CONTACTOR
CB	CIRCUIT BREAKER
CCC	CHLORINE CONTACT CHAMBER
CH	COUNTER HEIGHT DEVICE (APPRX 4" ABOVE COUNTER)
CO	CONTACTOR
CPT	CONTROL POWER TRANSFORMER
CR	CONTROL RELAY
CT	CURRENT TRANSFORMER
CU	COPPER, CONDENSING UNIT
DISC	DISCONNECT
EF	EXHAUST FAN
EHH	ELECTRICAL HAND HOLE
EMH	ELECTRICAL MAN HOLE
EMT	ELECTRICAL METALLIC TUBING
ETM	ELAPSED TIME METER
FACP	FIRE ALARM CONTROL PANEL
FBC	FLORIDA BUILDING CODE
FM	FLOW METER
FS	FLOAT SWITCH
FT	FLOW TRANSMITTER
FUT	FUTURE
FVNR	FULL VOLTAGE NON–REVERSING STARTER
G	GREEN, GROUND
GALV	GALVANIZED
GFI	GROUND FAULT INTERRUPTER
GEN	GENERATOR
GFR	GROUND FAULT RELAY
GND	GROUND
GRS	GALVANIZED RIGID STEEL
HH	HANDHOLE
HID	HIGH INTENSITY DISCHARGE
HOA	HAND–OFF–AUTO
I & C	INSTRUMENTATION AND CONTROL
IMC	INTERMEDIATE METAL CONDUIT
JB	JUNCTION BOX
K	KEY INTERLOCK
KW	KILOWATT
KVA	KILO VOLT–AMPERE
LA	LIGHTNING ARRESTER
LC	LIGHTING CONTACTOR
LE	LEVEL ELEMENT
LIT	LEVEL INDICATOR/TRANSMITTER
LLS	LIQUID LEVEL SWITCH
LS	LIMIT SWITCH
LTG	LIGHTING
LP	LIGHTING PANEL
M	MAGNETIC CONTACTOR COIL
MANUF	MANUFACTURER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MDP	MAIN DISTRIBUTION PANEL
MH	MANHOLE
MS	MOTOR STARTER
MIN	MINIMUM
N	NEUTRAL
N3R	NEMA 3R ENCLOSED
N4X	NEMA 4X ENCLOSED
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRIC MANUFACTURERS ASSOCIATION
NO	NORMALLY OPEN
NP	NAMEPLATE
NTS	NOT TO SCALE
OL	OVERLOAD RELAY
P	POLE
PB	PULL BOX
PE	PHOTOCELL
PH	PHASE
PLC	PROGRAMMABLE LOGIC CONTROLLER
PM	PHASE MONITOR
PNL	PANELBOARD
PR	PAIR
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYL CHLORIDE CONDUIT
QTY	QUANTITY
R	RED
RCPT	RECEPTACLE
RMS	ROOT MEAN SQUARE
RS	RIGID STEEL CONDUIT
RTU	REMOTE TELEMETRY UNIT
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SF	SUPPLY FAN
SS	STAINLESS STEEL, SELECTOR SWITCH
SPD	SURGE PROTECTIVE DEVICE
SSRV	SOLID STATE REDUCED VOLTAGE STARTER
S	SWITCH
ST	SHUNT TRIP
SYM	SYMMETRICAL
TC	TIMED CLOSE
TDR	TIME DELAY RELAY
TJB	TERMINAL JUNCTION BOX
TR	TIMING RELAY
TS	THERMAL SWITCH
TSPR	TWISTED SHIELDED PAIR
TSS	TOTAL SUSPENDED SOLIDS
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
UST	UNDERGROUND STORAGE TANK
UVR	UNDER VOLTAGE RELAY
V	VOLTMETER, VOLT
VFD	VARIABLE FREQUENCY DRIVE
VS	VOLTMETER SWITCH
WP	WEATHERPROOF
XFMR	TRANSFORMER

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES PRIOR TO ANY UNDERGROUND WORK. THE UTILITY COMPANY WILL LOCATED AND IDENTIFY THEIR FACILITIES.
2. ANYTHING DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
3. BEFORE FINAL ACCEPTANCE, CONTRACTOR SHALL PROVIDE 2 SETS OF FULL SIZE AS-BUILT PLANS TO THE MAINTAINING AGENCY.
4. CONDUIT ROUTING SHALL BE LIGHT POST TO LIGHT POST, RECEPTACLE TO RECEPTACLE, HAND HOLE TO HAND HOLE WHILE MAINTAINING SETBACK DISTANCE FROM EDGE OF SIDEWALK AND OTHER STRUCTURES.
5. CONDUIT ROUTING MAY BE ADJUSTED AS APPROVED BY THE ENGINEER TO PREVENT CONFLICTS WITH UTILITIES AND OTHER STRUCTURES.
6. LIGHT POST FOUNDATION INSTALLATIONS SHALL BE BACKFILLED TO THE TOP OF THE FOUNDATION COMPACTED TO A FIRM STABLE CONDITION APPROXIMATELY EQUAL TO THAT OF THE ADJACENT SOIL.
7. THE WIRES AT THE LIGHT POST, HAND HOLES AND PULL BOXES SHALL BE LOOPED WITH SUFFICIENT LENGTH TO COMPLETELY REMOVE CONNECTORS TO THE OUTSIDE OF LIGHT POST, RECEPTACLES, HAND HOLES AND PULL BOXES TO MAKE CONNECTORS ACCESSIBLE FOR CHANGING FUSES AND TROUBLESHOOTING THE SYSTEM.
8. EACH LIGHT POST SHALL HAVE A WATER PROOF IN-LINE FUSE HOLDER INSTALLED IN HOT LEG.
9. UNLESS OTHERWISE SPECIFIED, ALL WIRE SHALL BE SINGLE CONDUCTOR, 98 PERCENT CONDUCTIVITY STRANDED COPPER,WITH XHHW INSTALLATION.
10. ALL SPLICES SHALL BE MADE IN LIGHT POST, RECEPTACLES, HAND HOLES OR PULL BOXES. NO SPLICES SHALL BE MADE INSIDE THE CONDUIT.
11. ALL CONDUIT SHALL BE SCHEDULE 40 PVC ENCASED IN CONCRETE. THE EXPOSED RUNS OF CONDUIT SHALL BE PROVIDED WITH EITHER EXPANSION JOINTS OR FLEXIBLE CONDUIT SECTIONS ADEQUATE TO TAKE CARE OF VIBRATIONS AND THERMAL EXPANSIONS.
12. PULL BOXES AND HAND HOLES SHALL BE LOCATED AS REQUIRED FOR THE COMPLETION OF THE PROJECT.
13. ALL MATERIAL, UNLESS OTHERWISE SPECIFIED SHALL BE UL APPROVED.
14. HAND HOLES AND PULL BOXES SHALL MEET THE REQUIREMENTS OF SECTION 635 "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION" AND CRT-635-01 "EVALUATION CRITERIA FOR TRAFFIC CONTROL DEVICES.
15. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NEC, FLORIDA BUILDING CODE, STATE AND LOCAL CODES.

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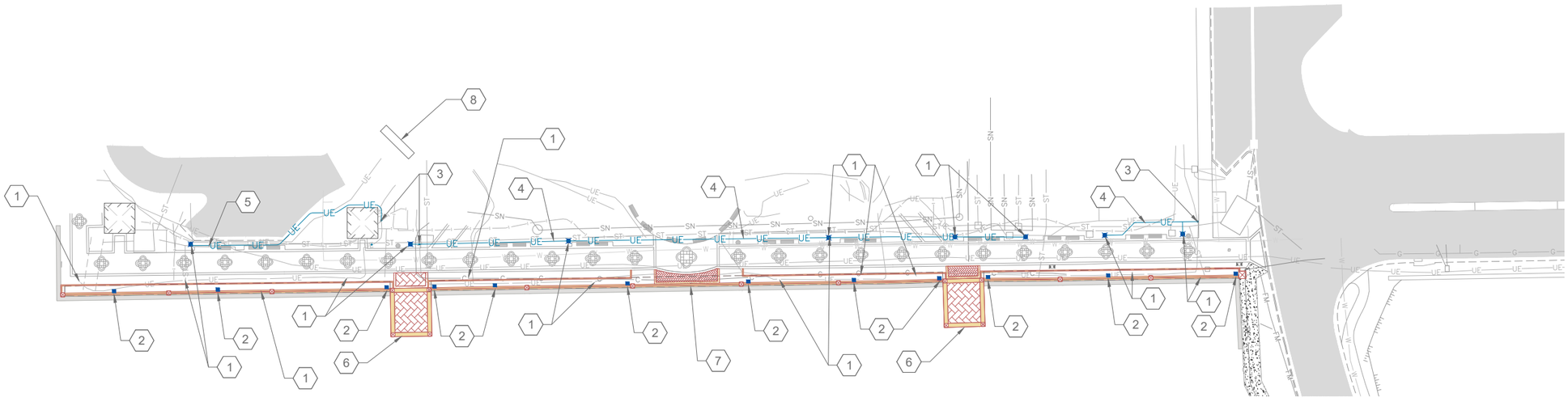
DRAWING TITLE: ELECTRICAL NOTES AND LEGENDS
PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.: COC013	PROJ. MGR.: TMV
DATE: 10/21/2019	DRWN. BY: GY
SCALE: NONE	CHKD. BY: TMV
DRAWING NO: 1 OF 7	
SHEET NO. E-01	

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ELECTRICAL PLAN KEYNOTES

1. Relocate 8 of 9 existing light poles and construct new concrete bases. 1 Existing light pole shall be returned to City. Contractor shall confirm light locations with the City. See drawing E-07
2. Install weatherproof duplex electrical receptacles with lockable weatherproof in-use covers along inside of wall. See drawing E-06
3. Connect to existing electrical conduit. See drawing E-07
4. Provide and install new electrical conduit and re-connect to existing conduit. See drawing E-07
5. Provide and install new electrical conduit and re-connect to existing conduit. See drawing E-07
6. Provide and install new overlook lights as shown on drawing E-04
7. Provide and install electrical connections for Cocoa river side sign as shown on drawing E-05
8. Approximate location of existing electrical distribution equipment

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PER NFPA 70 NEC 2014, FLORIDA BUILDING CODE, LOCAL CITY AND COUNTY CODES.
2. CONDUIT BELOW GROUND SHALL BE ENCASED IN CONCRETE.
3. CONDUIT ENCASED IN CONCRETE SHALL BE SCHEDULE 40 PVC.
4. CONDUIT ABOVE GROUND OR EXPOSED SHALL BE RIGID METAL CONDUIT.
5. ALL WIRING SHALL BE XHHN.
6. PROVIDE AND INSTALL HAND HOLDS AS REQUIRED TO COMPLETE PROJECT INSTALLATION.
7. CONTRACTOR SHALL CONFIRM CONDUIT AND WIRE SIZES.
8. REFER TO DRAWINGS G-04, G-05, G-06 AND G-07 FOR GENERAL INFORMATION CONCERNING THE PROJECT.
9. REFER TO DRAWINGS D-01, D-02 AND D-03 FOR ELECTRICAL REQUIRED DEMOLITION.

GRAPHIC SCALE

0 30 45 60

1"=30'

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DRAWING TITLE: ELECTRICAL SITE PLAN
PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

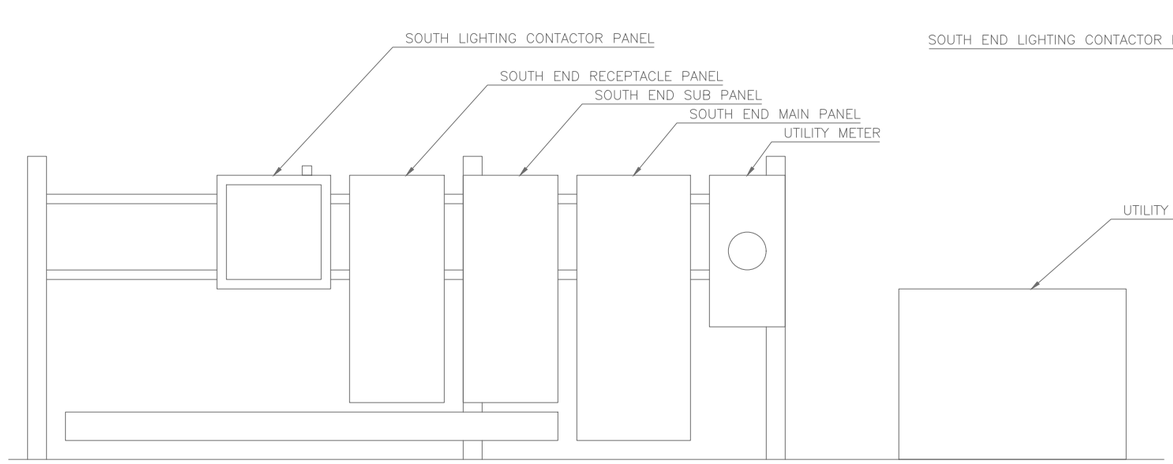
PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
10/21/2019	GY
SCALE:	CHKD. BY:
1" = 30'	TMV

DRAWING NO.: 2 OF 7

SHEET NO.: E-02



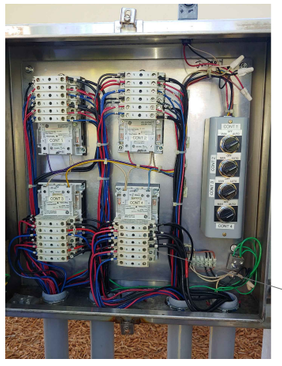
EXISTING POWER
DISTRIBUTION SYSTEM
BLOCK DIAGRAM



ELECTRICAL POWER DISTRIBUTION EQUIPMENT
ARRANGEMENT



ELECTRICAL POWER DISTRIBUTION
EQUIPMENT ARRANGEMENT



SPARE POINTS WITHIN
LIGHTING CONTACTOR

EXISTING SOUTH END
LIGHTING CONTACTOR
PANEL INTERIOR

PANEL NAME: South End Main **MOUNTING:** Surface **LOCATION:** Existing
BUS RATING: 600A **VOLTAGE:** 208 /120 **AIC RATING:**
MAIN TYPE: 400A CB **PHASE:** 3 PH 4W

LOAD CLASS	CKT #	DESCRIPTION	LOAD (VA)	P	CB AMP	PHASE LOAD A	B	C	P	CB AMP	LOAD (VA)	LOAD DESCRIPTION	CKT #	LOAD CLASS
1	1	Lights 1e1	42	1	10	84			1	10	42	Lights 2e2	2	1
1	3	Lights 3e3	42	1	10		84		1	10	42	Lights 4e4	4	1
1	5	Lights 5e5	42	1	10			84	1	10	42	Lights 6e6	6	1
1	7	Lights 7e7	42	1	10	624			1	10	582	Lights 8e8	8	1
	9			1	20		-		1	20			10	
	11			1	20			-	1	20			12	
7	13	Lights Photo Cell	600	1	20	600							14	
	15			1	20		-						16	
	17			1	20			-					18	
	19			1	20	-							20	
	21			1	20		South						22	
	23			1	20			-					24	
	25			1	20	1800			1	20	1800	Recep Bollard	26	2
	27			1	20		1800		1	20	1800	Recep Bollard	28	2
	29			1	20			1800	1	20	1800	Recep Bollard	30	2
	31			1	20	4800			3	40	4800	Restroom Panel South	32	8
	33			1	20		4800		-	-	4800	-	34	8
	35			1	20			4800	-	-	4800	-	36	8
2	37	Recep Bollard East	1800	1	20	5800			3	100	4000	South Sub Panel	38	8
2	39	Recep Bollard West	1800	1	20		5800			-	4000	-	40	8
2	41	Recep Bollard Center	1800	1	20			5800		-	4000	-	42	8
					TOTAL VA:	13708	12484	12484						

NOTES:
1.
2.
3.
4.
5.
6.

		LOAD CLASSIFICATION	CONNECTED	NEC	DEMANDED
S	1	LIGHTING	876	1.25	1095
U	2	RECEPTACLES	10800	NEC	10400
M	3	MOTORS	0	1.00	-
M	4	LARGEST MOTOR	0	1.25	-
A	5	KITCHEN	0	1.00	-
R	6	NON-COINCIDENTAL	0	1.00	-
Y	7	HEATING	600	1.25	750
	8	OTHER	26400	1.00	26400
	9	FUTURE	0	1.00	
		TOTAL VA:	38876	><	38645
		TOTAL CURRENT (A):	107.5	><	107.4

PANEL NAME: South End Sub-Panel **MOUNTING:** Surface **LOCATION:** Existing
BUS RATING: 600A **VOLTAGE:** 208 /120 **AIC RATING:**
MAIN TYPE: 100A CB **PHASE:** 3 PH 4W

LOAD CLASS	CKT #	DESCRIPTION	LOAD (VA)	P	CB AMP	PHASE LOAD A	B	C	P	CB AMP	LOAD (VA)	LOAD DESCRIPTION	CKT #	LOAD CLASS
1	1	Lights 1b1	42	1	10	84			1	10	42	Lights 2b2	2	1
1	3	Lights 3b3	42	1	10		282		1	20	240	N. E. Soffit Lights	4	1
1	5	Lights 5b5	42	1	10			282	1	20	240	N. E. Walkway Lights	6	1
1	7	Lights 7b7	42	1	10	84			1	10	42	Lights 8b8	8	1
1	9	Lights 9b9	42	1	10		282		1	20	240	N. W. Soffit Lights	10	1
1	11	N. W. Walkway Lights	240	1	10			282	1	10	42	Lights 12b12	12	1
1	13	Lights 13c1	42	1	10	84			1	10	42	Lights 14c2	14	1
1	15	Lights 15C3	42	1	10		168		3	30	126	Fountain Pole	16	1
1	17	Lights 17c5	42	1	10			168	3	30	126	Fountain Pole	18	1
1	19	Lights 19c7	42	1	10	84			1	10	42	Street Lights	20	1
1	21	Lights 21c9	42	1	10		South		1	10	42	Street Lights	22	1
1	23	Lights 23c11	42	1	10			84	1	10	42	Lights 24c12	24	1
1	25	Lights 25d1	42	1	10	84			1	10	42	Lights 26d2	26	1
1	27	S. E. Soffit Lights	240	1	20		480		1	20	240	S. W. Soffit Lights	28	1
1	29	Lights 29d5	42	1	10			84	1	10	42	Lights 30d6	30	1
1	31	S. E. Walkway Lights	240	1	10	480			1	10	240	S. W. Walkway Lights	32	1
1	33	Lights 33d9	42	1	10		84		1	10	42	Lights 34d10	34	1
1	35	Lights 35d11	42	1	10			84	1	10	42	Lights 36d12	36	1
1	**37**	**Overlook Lights**	**12.6**	**1**	**10**	13			2	25	3		38	
1	**39**	**Sign**	**25**	**1**	**10**		25		-				40	
	41							-	-				42	
					TOTAL VA:	913	1321	984						

NOTES:
1.
2.
3.
4.
5.
6.

		LOAD CLASSIFICATION	CONNECTED	NEC	DEMANDED
S	1	LIGHTING	3302	1.25	4127
U	2	RECEPTACLES	0	NEC	-
M	3	MOTORS	0	1.00	-
M	4	LARGEST MOTOR	0	1.25	-
A	5	KITCHEN	0	1.00	-
R	6	NON-COINCIDENTAL	0	1.00	-
Y	7	HEATING	0	1.25	-
	8	OTHER	0	1.00	-
	9	FUTURE	0	1.00	
		TOTAL VA:	3302	><	4127
		TOTAL CURRENT (A):	9.2	><	11.5

PANEL NAME: South End Recep Panel **MOUNTING:** Surface **LOCATION:** Existing
BUS RATING: 600A **VOLTAGE:** 208 /120 **AIC RATING:**
MAIN TYPE: 200A CB **PHASE:** 3 PH 4W

LOAD CLASS	CKT #	DESCRIPTION	LOAD (VA)	P	CB AMP	PHASE LOAD A	B	C	P	CB AMP	LOAD (VA)	LOAD DESCRIPTION	CKT #	LOAD CLASS
2	1	Recep 1b1	1800	1	20	3600			1	20	1800	Recep 2e2	2	2
	3			1	20		-		1	20			4	
	5			1	20			1800	1	20	1800	Recep 6e6	6	2
2	7	Recep 7e7	1800	1	20	3600			1	20	1800	Recep 8e8	8	2
	9			1	20		-		1	20			10	
	11			1	20			-	1	20			12	
	13			1	20	-			1	20			14	
	15			2	30		1800		1	20	1800	Recep 16c4	16	2
	17			-	-			1800	1	20	1800	Recep 18c6	18	2
	19			1	20	1800			1	20	1800	Recep 20c8	20	2
2	21	Recep 21c9	1800	1	20		South		1	20	1800	Recep 22c10	22	2
2	23	Recep 23c11	1800	1	20			3600	1	20	1800	Recep 24c12	24	2
	25			1	20	-			1	20			26	
	27			1	20		-		1	20			28	
2	**29**	**North End Wall Recep**	**1800**	**1**	**20**			1800	1	20			30	
2	**31**	**Center Wall Recep**	**1800**	**1**	**20**	1800			1	20			32	
2	**33**	**South End Wall Recep**	**1800**	**1**	**20**		3600		1	20	1800	Recep 34d10	34	2
	35			1	20			1800	1	20	1800	Recep 36c12	36	2
	37					-			1	20			38	
	39						-		1	20			40	
	41							-	1	20			42	
					TOTAL VA:	10800	5400	10800						

NOTES:
1. **Replace CB29, 31 and 33 with GFIC style CBs**
2.
3.
4.
5.
6.

		LOAD CLASSIFICATION	CONNECTED	NEC	DEMANDED
S	1	LIGHTING	0	1.25	-
U	2	RECEPTACLES	30600	NEC	20300
M	3	MOTORS	0	1.00	-
M	4	LARGEST MOTOR	0	1.25	-
A	5	KITCHEN	0	1.00	-
R	6	NON-COINCIDENTAL	0	1.00	-
Y	7	HEATING	0	1.25	-
	8	OTHER	0	1.00	-
	9	FUTURE	0	1.00	
		TOTAL VA:	30600	><	20300
		TOTAL CURRENT (A):	85.0	><	56.4

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DRAWING TITLE:
ELECTRICAL EQUIPMENT ARRANGEMENT
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

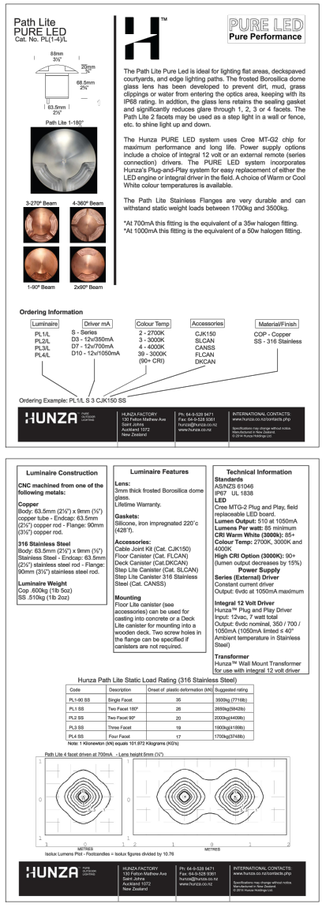
PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
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NONE	TMV

DRAWING NO:
3 OF 7

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E-03

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Luminaire Construction

CNC machined from one of the following metals:

Copper
Body: 63.5mm (2½") x 9mm (⅜") copper tube - Endcap: 63.5mm (2½") copper rod - Flange: 90mm (3½") copper rod.

316 Stainless Steel
Body: 63.5mm (2½") x 9mm (⅜") Stainless Steel - Endcap: 63.5mm (2½") stainless steel rod - Flange: 90mm (3½") stainless steel rod.

Luminaire Weight
Cop .600kg (1lb 5oz)
SS .510kg (1lb 2oz)

Luminaire Features

Lens:
3mm thick frosted Borosilica dome glass.
Lifetime Warranty.

Gaskets:
Silicone, iron impregnated 220°c (428°f).

Accessories:
Cable Joint Kit (Cat. CJK150)
Floor Canister (Cat. FLCAN)
Deck Canister (Cat.DKCAN)
Step Lite Canister (Cat. SLCAN)
Step Lite Canister 316 Stainless Steel (Cat. CANSS)

Mounting
Floor Lite canister (see accessories) can be used for casting into concrete or a Deck Lite canister for mounting into a wooden deck. Two screw holes in the flange can be specified if canisters are not required.

Technical Information

Standards
AS/NZS 61046
IP67 UL 1838

LED
Cree MTG-2 Plug and Play, field replaceable LED board
Lumen Output: 510 at 1050mA
Lumens Per watt: 85 minimum
CRI Warm White (3000k): 85+
Colour Temp: 2700K, 3000K and 4000K
High C RI Option (3000K): 90+ (lumen output decreases by 15%)

Power Supply
Series (External) Driver
Constant current driver
Output: 6vdc at 1050mA maximum

Integral 12 Volt Driver
Hunza™ Plug and Play Driver
Input: 12vac, 7 watt total
Output: 6vdc nominal, 350 / 700 / 1050mA (1050mA limited ≤ 40° Ambient temperature in Stainless Steel)

Transformer
Hunza™ Wall Mount Transformer for use with integral 12 volt driver

Hunza Path Lite Static Load Rating (316 Stainless Steel)

Code	Description	Onset of plastic deformation (kN)	Suggested rating
PL1-90 SS	Single Facet	35	3500kg (7716lb)
PL1 SS	Two Facet 180°	26	2650kg(5842lb)
PL2 SS	Two Facet 90°	20	2030kg(4459lb)
PL3 SS	Three Facet	19	1930kg(4199lb)
PL4 SS	Four Facet	17	1700kg(3748lb)

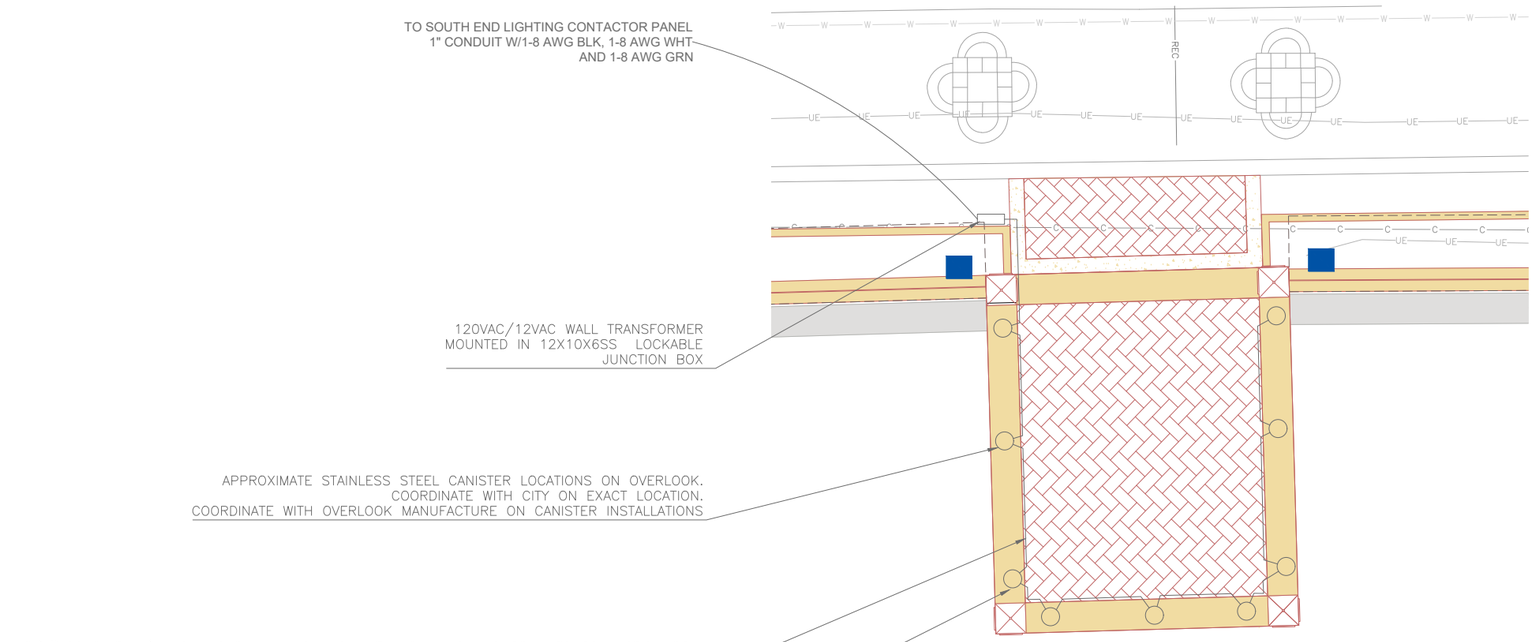
Note 1 Kilonewton (kN) equals 101.972 Kilograms (KGFs)

Path Lite 4 facet driven at 700mA - Lens height 5mm (¼")

Isolux Lumens Plot - Footcandles = Isolux figures divided by 10.76

HUNZA
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hunza@hunza.co.nz
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INTERNATIONAL CONTACTS:
www.hunza.co.nz/contacts.php
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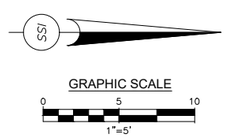
OVERLOOK LIGHTING
SPECIFICATIONS



OVERLOOK LIGHT ARRANGEMENTS
(TYPICAL 2 OVERLOOKS)

OVERLOOK LIGHTING GENERAL NOTES

1. COORDINATE ACTUAL POSITIONS OF LIGHTS WITH CITY AND ENGINEER
2. OVERLOOK PATH LIGHTS SHALL CONSIST OF THE FOLLOWING ITEMS
   - 2.1. 18 - LUMINAIRE 2X90 12V/700mA 3000K STAINLESS STEEL, 9 PER OVERLOOK
   - 2.2. 18 - 316 STAINLESS STEEL CANISTERS, 9 PER OVERLOOK
   - 2.3. AS REQUIRED CONDUIT - SCHEDULE 40 PVC
   - 2.4. AS REQUIRED WIRE
   - 2.5. 2 - 120VAC/12V WALL MOUNT TRANSFORMER INSTALLED IN STAINLESS STEEL JUNCTION BOX, 1 PER OVERLOOK
3. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE PRE CAST OVERLOOK MANUFACTURE AND PROVIDE CANISTERS SUITABLE FOR THIS INSTALLATION AND PROPER SIZE CONDUIT BETWEEN CANISTERS TO BE CAST WITHIN THE OVERLOOK.



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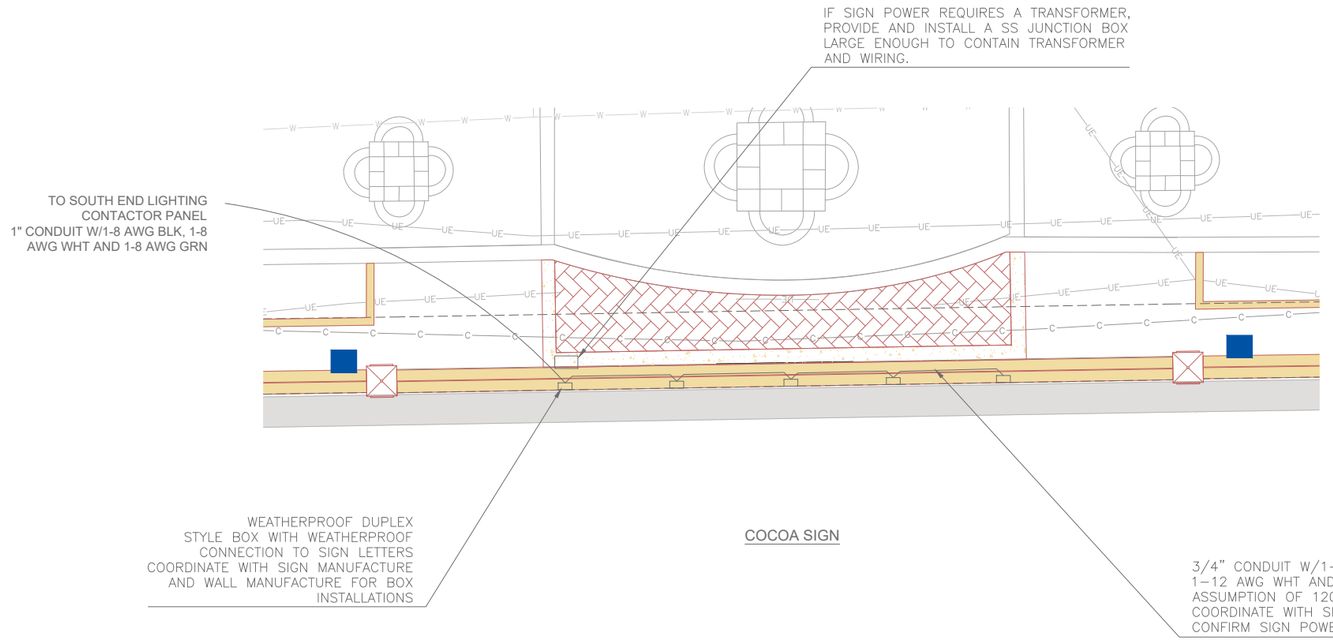
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PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
10/21/2019	GY
SCALE:	CHKD. BY:
1" = 5'	TMV
DRAWING NO:	
4 OF 7	
SHEET NO.	
E-04	

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GRAPHIC SCALE

0 5 10

1"=5'

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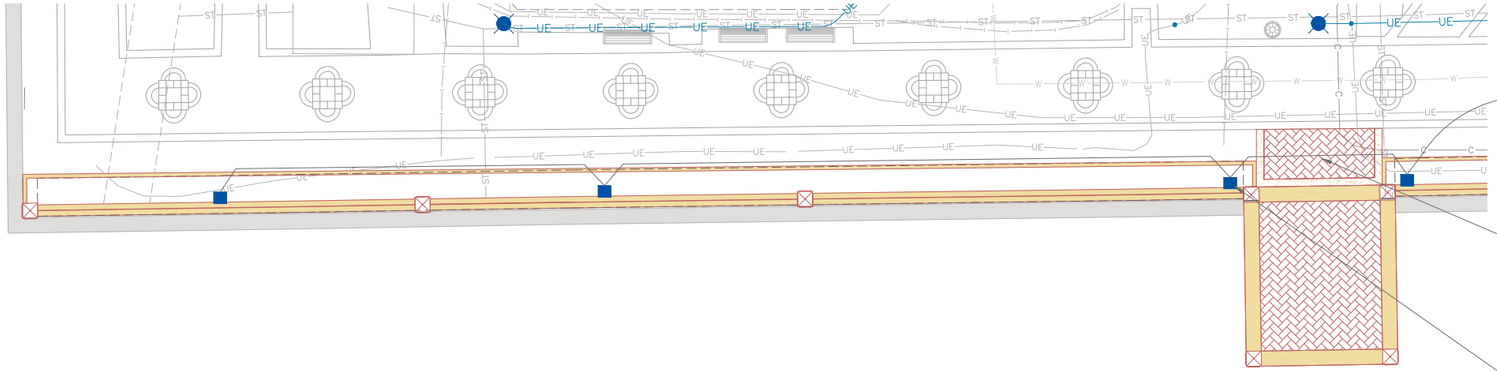
DRAWING TITLE:
WALL RECEPTACLES
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

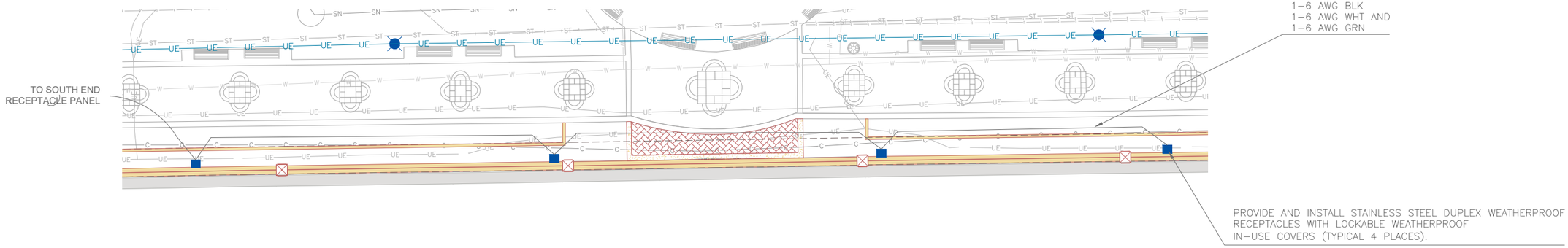
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COC013	TMV
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10/21/2019	GY
SCALE:	CHKD. BY:
1" = 5'	TMV
DRAWING NO:	
5 OF 7	
SHEET NO.	
E-05	

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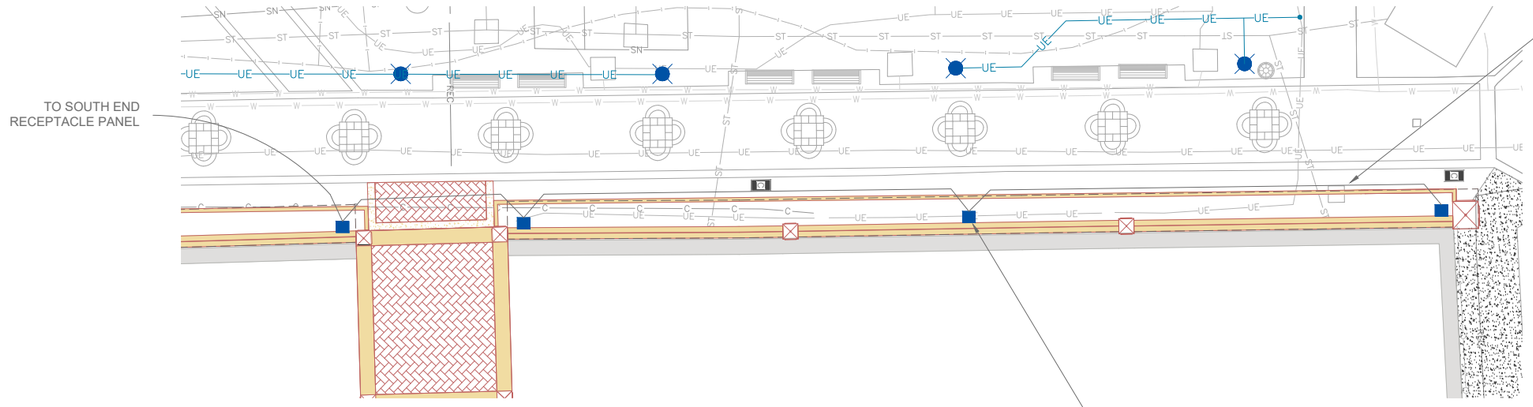
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120VAC DUPLEX RECEPTACLES
SOUTH END WALL



120VAC DUPLEX RECEPTACLES
CENTER WALL



120VAC DUPLEX RECEPTACLES
NORTH END WALL

PROVIDE AND INSTALL STAINLESS STEEL DUPLEX WEATHERPROOF
RECEPTACLES WITH LOCKABLE WEATHERPROOF
IN-USE COVERS (TYPICAL 4 PLACES).

GRAPHIC SCALE
0 10 15 20
1"=10'

THOMAS M. VILL.
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#71186

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		REVISIONS

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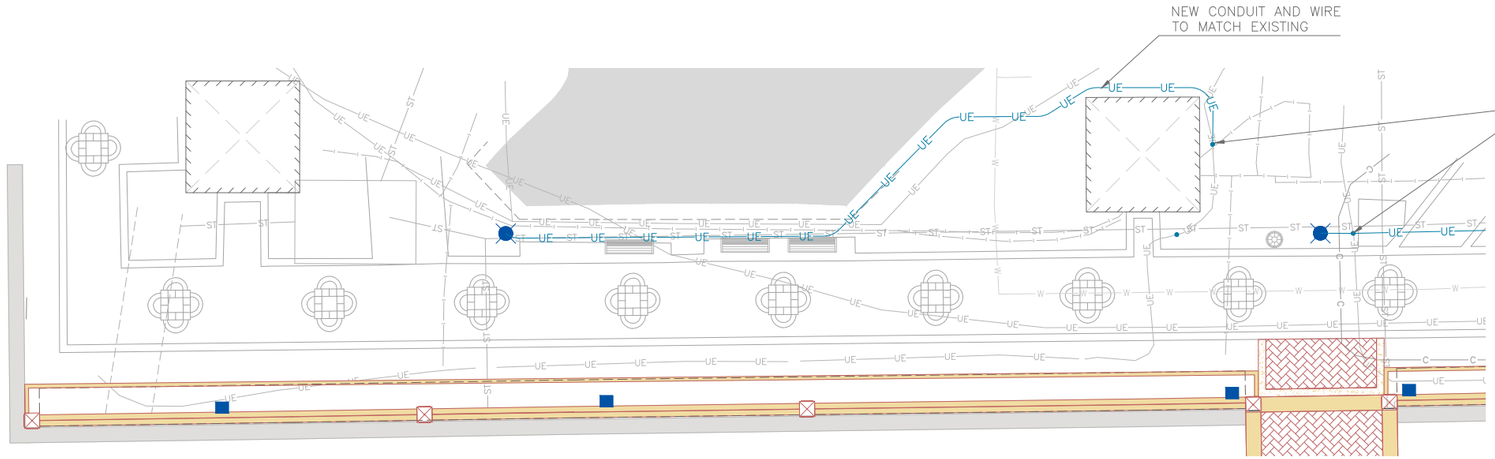
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120VAC RECEPTACLES ARRANGEMENT
PROMENADE IMPROVEMENTS

CLIENT:
CITY OF COCOA

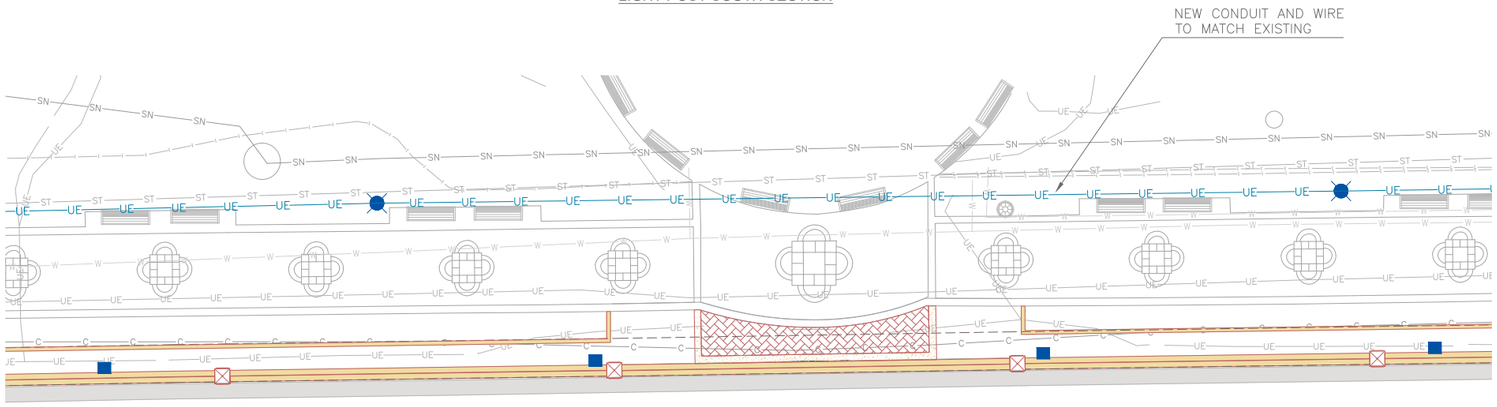
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COC013	TMV
DATE:	DRWN. BY:
10/21/2019	GY
SCALE:	CHKD. BY:
1" = 10'	TMV
DRAWING NO:	
6 OF 7	
SHEET NO.	
E-06	

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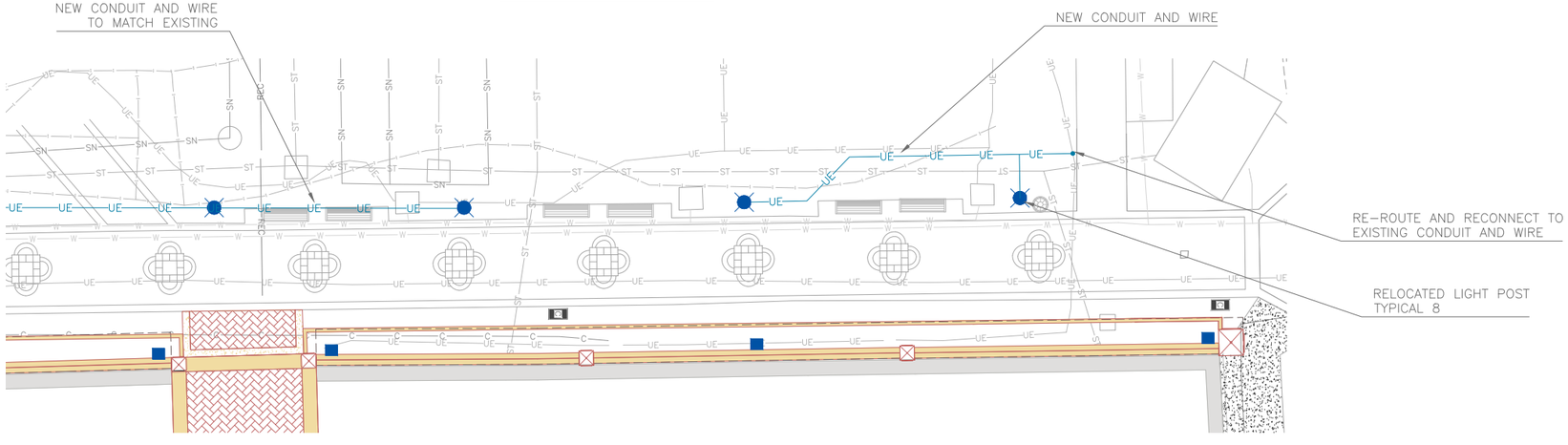
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LIGHT POST SOUTH SECTION

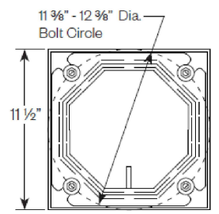


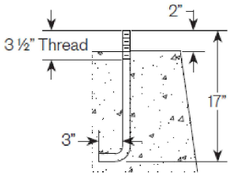
LIGHT POST CENTER SECTION



LIGHT POST NORTH SECTION

Anchor Details





(4) ¾"-10NC Galv. Stl. Anchor Bolts, AASHTO M314-90 Grade 55, Galv. Per ASTM A153.
(4) ¾"-10NC Galv. Stl. Hex. Nuts
(4) ¾" Galv. Stl. Lockwashers
(4) ¾" Galv. Stl. Flatwashers

Anchor bolts and templates can be requested prior to product shipment.

LIGHT POST ANCHOR DETAIL
REFER TO STRUCTION DRAWINGS
FOR ADDITIONAL DETAILS

GRAPHIC SCALE
0 10 15 20
1"=10'

THOMAS M. VILL, P.E. #71166

NO. | DATE: | DESCRIPTION
REVISIONS

INFRASTRUCTURE SOLUTION SERVICES
7185 Murrell Road, Suite 101
Melbourne, Florida 32940
Phone: (321) 622-4646
www.infrastructureISS.com

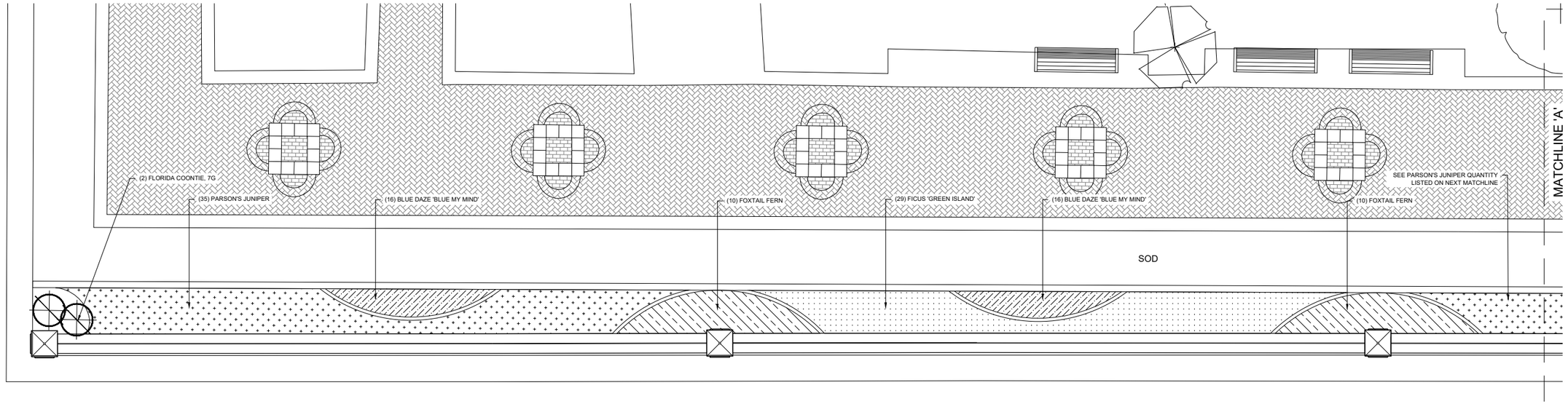
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PROMENADE IMPROVEMENTS

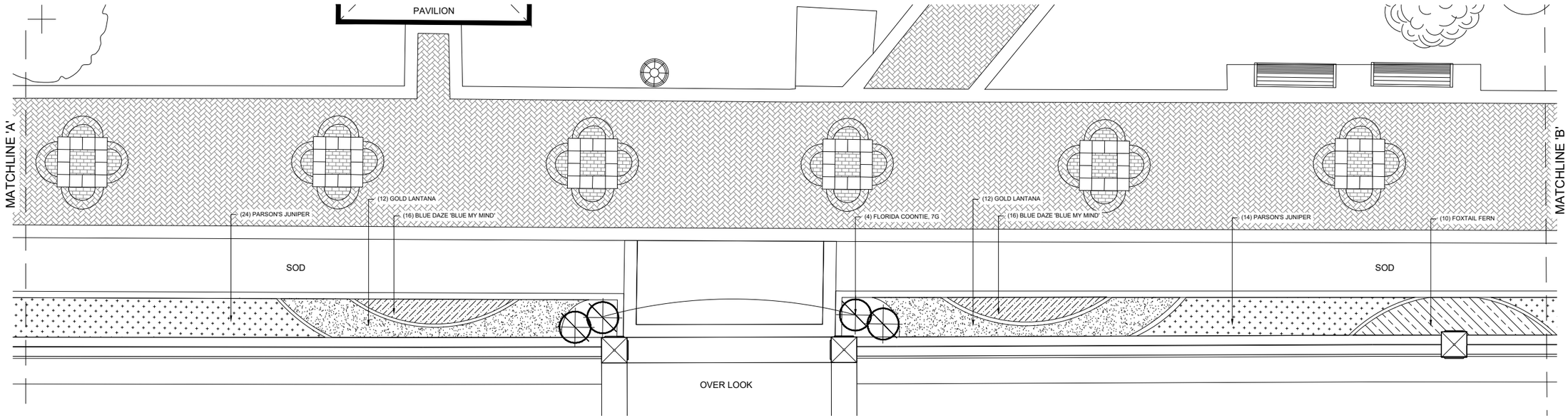
CLIENT: CITY OF COCOA

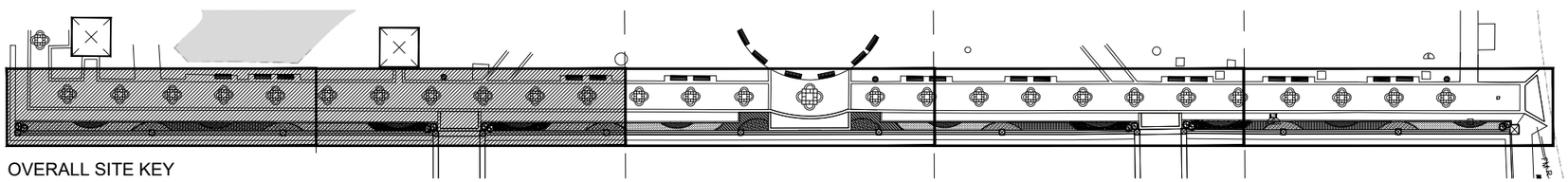
PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
10/21/2019	GY
SCALE:	CHKD. BY:
1" = 10'	TMV
DRAWING NO:	
7 OF 7	
SHEET NO.	
E-07	

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OVERALL SITE KEY

SCALE: NOT TO SCALE

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast, it's free, It's the law.
Call 811 two business days before digging

0' 1' 2' 4' 8' 12'
SCALE: 1/4" = 1'-0"

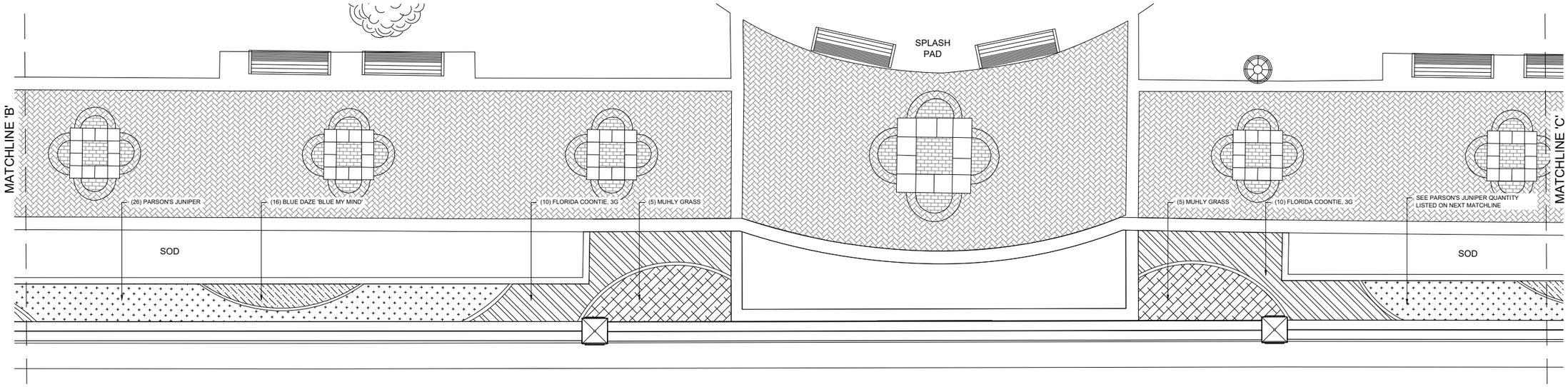
Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

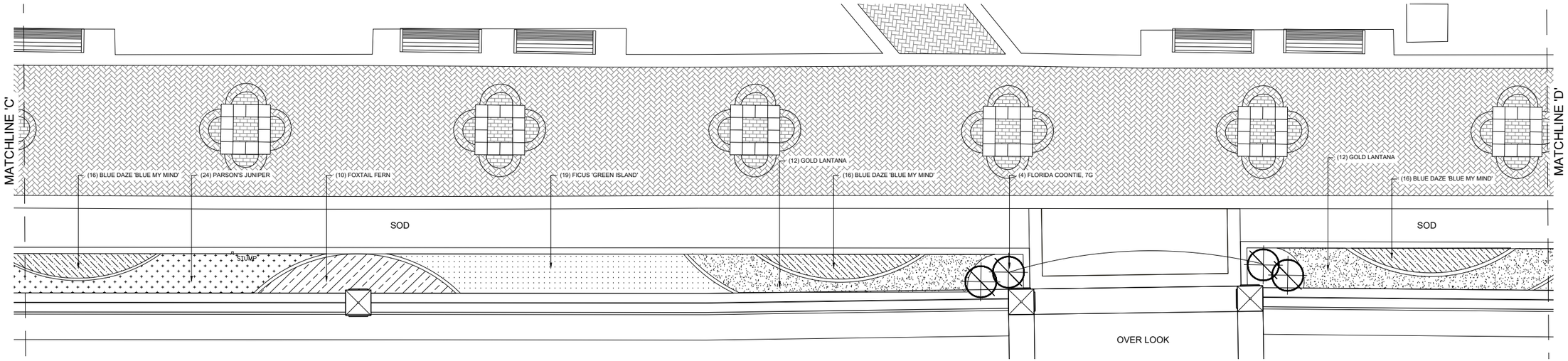
Cocoa Riverfront Park Promenade

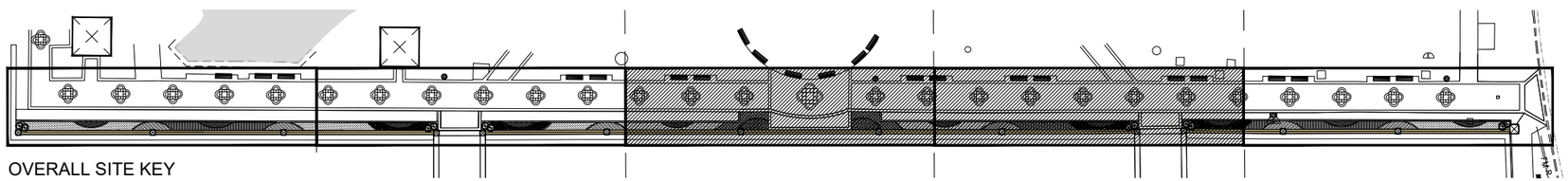
401 River Edge Blvd.
Cocoa, Florida

SHEET TITLE
LANDSCAPE PLAN

DATE 10-21-19
DESIGN S.H.
DRAWN M.M.
SCALE 1/4" = 1' - 0"
REVISIONS
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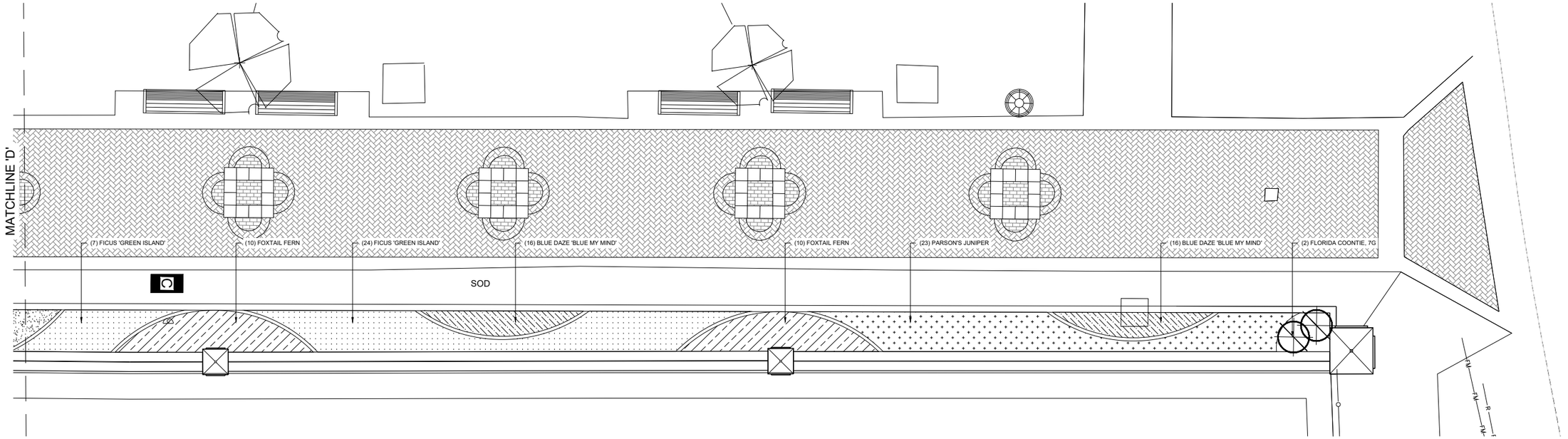
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Cocoa Riverfront Park Promenade

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Cocoa, Florida

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LANDSCAPE PLAN

DATE 10-21-19
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DRAWN M.M.
SCALE 1/4" = 1' - 0"
REVISIONS
SEAL



Cocoa Riverfront Park - BASE BID Plant List

SHRUBS & GROUNDCOVERS					
QTY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING
60	*Asparagus densiflorus 'Meyersii'*	Foxtail Fern	3G	14"ht. x 14"spd.	24" oc
160	*Evolvulus glomeratus 'Blue My Mind'*	Blue Daze 'Blue My Mind'	1G	10" spd.	14" oc
79	*Ficus microcarpa 'Green Island'*	Ficus 'Green Island'	3G	12"ht. x 14"spd.	24" oc
146	*Juniperus chinensis 'Parsonii'*	Parson's Juniper	3G	18" spd.	24" oc
48	*Lantana 'New Gold'*	Gold Lantana	1G	10" spd.	24" oc
10	*Muhlenbergia capillaris*	Muhly Grass	3G	24" ht. x 20" spd.	36" oc
20	*Zamia pumila*	Florida Coontie	3G	14"ht. x 14" spd.	30" oc
12	*Zamia pumila*	Florida Coontie	7G	16"ht. x 24" spd.	As shown

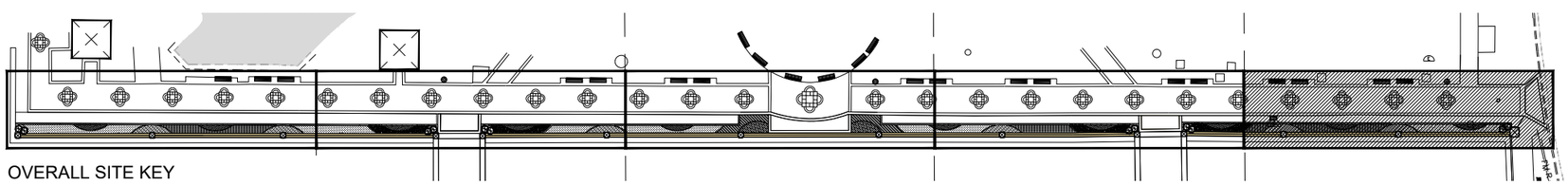
MISCELLANEOUS LANDSCAPE ITEMS	
1	Site Preparation- The General Contractor shall provide the rough grade, the Landscape Contractor shall provide the fine grading as specified in the plans.
1900*	SF_Sod: Bermuda 'Tiffway 419'; An additional 10% has been added for shrinkage, cuts and wastes, Landscape Contractor to field-verify amount needed
*	For Add Alternative, use 1,000 SF of Sod: Bermuda 'Tiffway 419'
20	CY_Planting Mix- 4" depth, 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost
14	CY_Mulch - 'Coco Brown' Mulch from Florida Mulch
1	Irrigation

Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material;
This estimate reflects current market pricing as of the date listed and is subject to change.

*All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/calculations for the project.

NOTE TO CONTRACTOR:

1. CONTRACTOR SHALL VERIFY WITH THE LANDSCAPE ARCHITECT THAT HE / SHE HAS THE MOST CURRENT LANDSCAPE PLANS PRIOR TO COMMENCEMENT OF WORK OR PROCUREMENT OF LANDSCAPE MATERIAL.



OVERALL SITE KEY

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0' 1' 2' 4' 8' 12'
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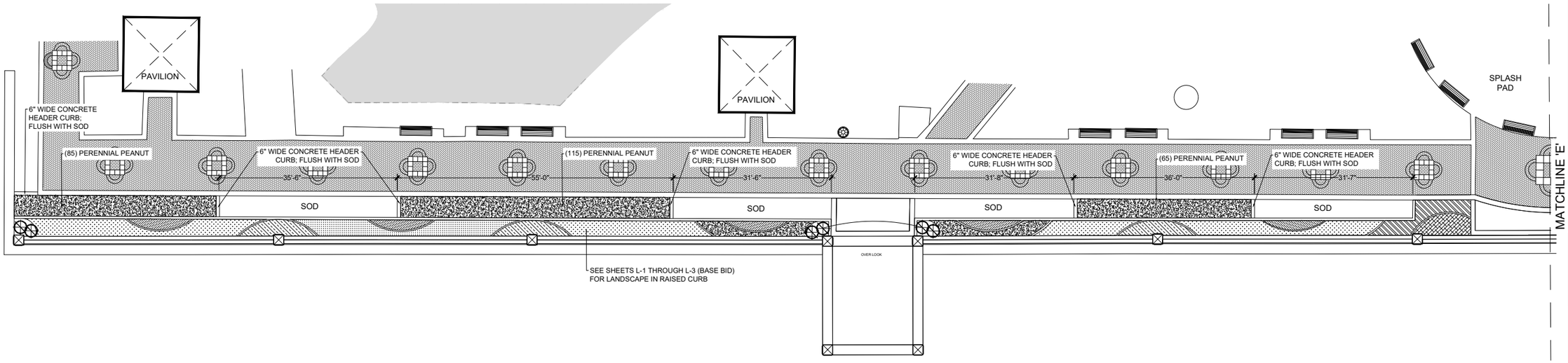
Cocoa Riverfront Park Promenade

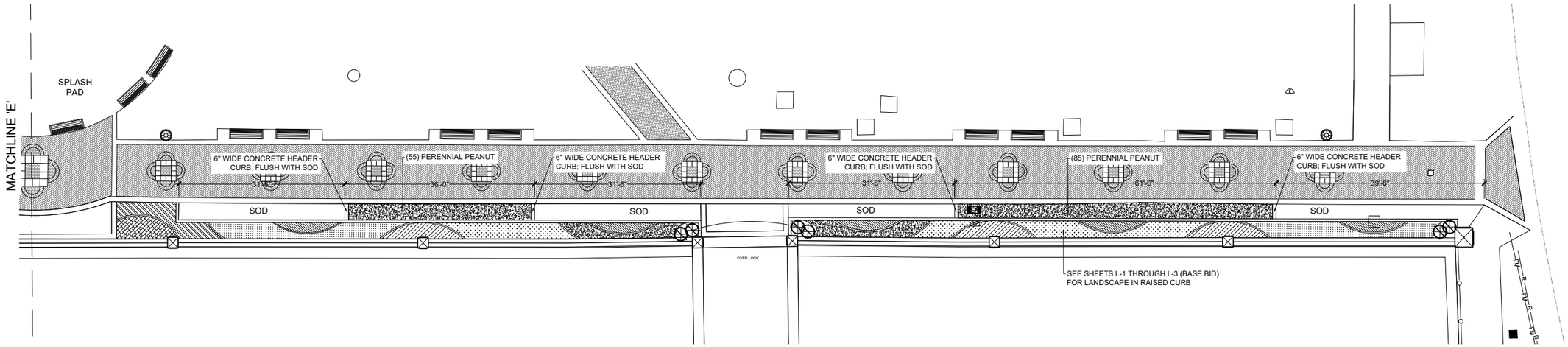
401 River Edge Blvd.
Cocoa, Florida

SHEET TITLE
LANDSCAPE PLAN & PLANT LIST

DATE 10-21-19
DESIGN S.H.
DRAWN M.M.
SCALE 1/4" = 1' - 0"
REVISIONS
SEAL

SHEET L-3 OF 5





Cocoa Riverfront Park - ADD ALTERNATIVE

SHRUBS & GROUNDCOVERS					
QTY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING
405	*Arachis glabrata*	Perennial Peanut	1G	10"-12" spd.	18" oc

MISCELLANEOUS LANDSCAPE ITEMS	
By others	LF_Header Concrete Curb flush with sod. Refer to Civil Drawings
15	CY_Total Planting Mix- 4" depth; 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost
8	CY_Total Mulch - 'Coco Brown' Mulch from Florida Mulch

Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material; This estimate reflects current market pricing as of the date listed and is subject to change.

*All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/calculations for the project.

NOTE TO CONTRACTOR:

1. CONTRACTOR SHALL VERIFY WITH THE LANDSCAPE ARCHITECT THAT HE / SHE HAS THE MOST CURRENT LANDSCAPE PLANS PRIOR TO COMMENCEMENT OF WORK OR PROCUREMENT OF LANDSCAPE MATERIAL.
2. FOR THE PERENNIAL PEANUT AREAS, EXCAVATE THE EXISTING SOIL TO A 4" DEPTH AND REPLACE WITH THE PLANTING MIX SPECIFIED ON THE PLANT LIST.

KNOW WHAT'S BELOW
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Call 811 two business days before digging

0' 10' 20' 30'
SCALE: 1" = 10 '-0"

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PHONE: (321) 449-0790
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Cocoa Riverfront Park Promenade
401 River Edge Blvd.
Cocoa, Florida

SHEET TITLE
LANDSCAPE PLAN & PLANT LIST
(ADD ALTERNATE)

DATE 10-21-19
DESIGN S.H.
DRAWN M.M.
SCALE 1" = 10' - 0"
REVISIONS
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SHEET L-4 ADD ALTERNATE

LANDSCAPE SPECIFICATIONS:

1.00 GENERAL

1.01 The Contractor is reminded that the General Conditions and / or Special Conditions of this contract govern the work of this section of the Specifications whether attached hereto or not. Subcontractors undertaking to perform work under this Section shall be made fully aware of these documents and of their responsibilities and obligations thereunder. In the event of any discrepancies between the drawings and specifications and the following 'Scope of Work', the latter shall prevail.

2.00 SCOPE OF WORK

2.01 The work of this Section shall include all labor, materials, equipment, appliances, and accessories necessary for the complete performance of all excavation, grading, planting and backfill work in accordance with these Specifications and the Contract Drawing. Without restricting the generality of the foregoing, the items listed below and similar items shown on the Contract Drawings shall constitute the work of this Section:

A. Finish grading and final site preparation of all areas to be landscaped.
B. Furnishing and incorporating fertilizer and other soil amendments.
C. Furnishing plant materials and grass materials and installing same.
D. Furnishing and placing 'Planting Mixture' and other miscellaneous items to complete the work.
E. Replacement of unsatisfactory plant material.
F. Clean-up.

3.00 SITE PREPARATION

3.01 The Contractor shall provide finish grading and final preparation of all areas to be landscaped to within 2" of finish grade. This will require raking and pulverizing of all areas in order to crumble dirt, clogs and / or debris. The Landscape Contractor shall be responsible for finish grading, which is the top 2" of the site.

4.00 MATERIALS

4.01 Plant materials shall be furnished by the Landscape Contractor and as indicated on the plans. All plant materials shall meet or exceed the following standards.

A. Plant species and sizes shall conform with plant list. Nomenclature shall conform to Standardized plant names, in accordance with the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
B. All plants shall be nursery grown or as stipulated herein and shall comply with all required inspections, grading standards and plant regulations as set forth in the Florida Department of Agriculture 'Grades and Standards for Nursery Plants' , including revisions. Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.
C. The minimum grade for all trees, palms, shrubs, and groundcovers shall be Florida No. 1 and shall meet or exceed the size and quality standards of the American Association of Nursery Stock, sponsored by the American Association of Nurserymen, latest addition, unless otherwise indicated and all plants shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae. Florida Fancy material shall be provided where plant list specifies 'specimen'.
D. The determining measurements for trees shall be the height and spread, and shall be measured from the top of the plant to the root crown, not to include the immediate terminal growth. Their width shall be measured across the normal spread of the branches. Both measurements shall be made with the plants in their normal position.
E. Plants larger in size than those specified may be used with approval of the Landscape Architect at no additional cost to the Owner. If the use of the larger plants is approved, the ball of earth or spread of roots shall be increased proportionately.
F. Container grown plants the same quality as balled and burlapped plants may be substituted in lieu thereof. Plants grown in containers shall be delivered and remain in the containers in a shady location until planted. Plants in containers shall be watered prior to transportation and shall be kept moist until planted. The container must be removed prior to planting, with care as not to injure the roots.
G. Grass materials shall consist of the following:
   1. Sod: Solid sod shall be as indicated on the drawings. Sod must be strongly rooted and free of pernicious weeds. Mow to a height not to exceed 1 1/2" before lifting. Lifts shall have a uniform thickness of 1 inch to 1 1/2 inches. Sod containing nutgrass, lippia water sedge, dollar weed, or other common turfweed species (if applicable), will not be accepted.
   2. Sodding installation:
      a) Sodding shall be done as soon as practical following finish grading. The day before sod installation, the contractor shall rake 50# Milorganite per 1000 sf of area to receive sod. Ground shall be leveled with the back of a rake and sod laid with joints closely butted so that no voids are visible, keeping surface of sod flush with the adjoining seeded areas and or pavements. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Hand tamp to ensure contact with subgrade, and water thoroughly with a fine spray immediately after laying.
      b) After sod is in place, it shall be top dressed with sufficient sharp, clean 60% sand/40% muck soil mix to fill all voids remaining and thoroughly watered to wash the top dressing into the sodded surface.
      c) All sod areas shall then be rolled using a vibrating #1500 sod roller if deemed necessary by the Landscape Architect, following installation.
      d) It is the Landscape Contractor's responsibility to keep new sod properly watered until completion of the contract. All watering shall meet specifications according to 'Grades and Standards' Section 983.

H. Substitutions in plant species or size will be made only with prior written permission of the Landscape Architect.
I. If, in the opinion of the Landscape Architect, materials and/or work do not conform with the plans and specifications, it may be rejected and upon rejection, must be removed immediately from the site by the Contractor and replaced.
J. The Contractor shall be responsible for the certification and inspection of plant material that may be required by local, state, or federal authorities and shall bear the cost of the same, if any.

4.02 Materials used to install the job shall meet or exceed the following standards:

A. Planting mix to be used for planting shall be: 1/3 coarse sand, 1/3 Florida peat,1/3 well rotted pine chips or compost. 70% sand / 30% muck shall be used in planters or areas with poor drainage.
B. Fertilizers: Fertilizer shall be delivered mixed as specified in standard bags, sealed, and showing weight by analysis and name of manufacturer. Fertilizer shall be stored in weatherproof storage and in such a manner that its effectiveness will not be impaired.
C. Mulch: Mulch shall be 'Coco Brown' mulch from Florida Mulch or approved equal.
D. Water: All water required for the execution of the work shall be supplied at the site by the Owner.

5.00 INSTALLATION

5.01 The Planting operations used to install the job shall meet or exceed the following standards:

A. Excavation of Plant Pits: Plant pit excavations shall be roughly cylindrical in shape, with their side approximately vertical. Pit shall be excavated so that bottom of pit is same depth as root ball. Plants shall be centered in the hole, with the trunk location as shown in the plans. Holes for balled and burlapped plants shall be large enough to allow 12" minimum (depending on root ball size) of back fill around the sides of the root ball, and 12" of back fill beneath the root ball. In all cases the diameter of the plant hole shall be twice the diameter of the root ball. Where excess material has been excavated from the plant hole, the excavated material may be used to backfill to the proper level. Mix existing excavated material in 50% / 50% ratio with new planting soil mix. The Contractor, in excavation for plantings shall take care not to damage underground utilities or other sub-surface obstructions, and shall be held liable for their repair, if damaged.
B. Setting Plants: All trees shall be set so, that when settled, the top of the root ball will be flush with the surrounding area of the finish grade or slightly above finish grade. Each plant shall be planted in planting soil mix in the center of the pit. Shrubs shall be set flush with the surrounding finish grade of the planting area. The back fill shall be made with prepared planting in mixture as specified herein and shall be firmly rodded and watered, so that no air-pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition the duration of the planting.
C. Staking and Guying: All trees shall be staked or guyed as shown in the details and according to the following specifications.
   1. Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Use strapping material 'Arbor Tie' by Deep Root (800) 458-7668 dark green color, or approved equal. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12" [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.
   2. Stake trees larger than 1" [25 mm] diameter and smaller than 2" [50 mm] diameter with a 2" by 2" [50 by 50 mm] stake, set at least 2' [0/6 m] in ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.
   3. TREES OF 2 TO 3 ½" [50 MM TO 90 MM] CALIPER: Stake all trees, other than palm trees, larger than 2" [50 mm] caliper and smaller than 3 ½" [90 mm] caliper with two 2" by 4" [50 by 100 mm] stakes, 8' [2.4 m] long, set 2' [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.
   4. LARGE TREES: Guy all trees, other than palm trees, larger than 3 ½" [90 mm] caliper, from at least three points, with flexible strapping materials as noted above. Anchor flexible strapping to 2" by 4" by 24" [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3" [75 mm] below the finished ground.
   5. SPECIAL REQUIREMENTS FOR PALM TREES: Brace palms which are to be staked with three 2" by 4" [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of bubble wrap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2" by 4" by 12" [50 by 100 by 300 mm] stake pads. Paint wood flat dark green exterior paint, two coats.
   6. TREE PROTECTION AND ROOT BARRIERS: Install tree barriers when called for in the Contract Documents or by the Landscape Architect to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition. When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.
D. Pruning: All broken or damaged roots or branches shall be cut smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive.
E. Mulching: Within one week after planting, mulch material shall be uniformly applied to a minimum loose thickness of 2 inches, over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection, and must be a minimum of 2 inches thick to be accepted. Mulch shall not be placed against stems or trunks.
F. Fertilizing: Feeding of all trees and specimen shrubs shall be done with a slow release granular 12-6-8 with complete minors turf and ornamental fertilizer, as per manufacturer's instructions. Contractor shall submit and label to the Landscape Architect for approval prior to application.

6.00 MAINTENANCE

6.01 Maintenance and hand watering of all trees, shrubs and groundcover by the Landscape Contractor shall terminate upon final acceptance of such work, but shall not discharge the Landscape Contractor from his responsibility to honor the guarantee period. Maintenance prior to final acceptance shall include the removal of all dead or dying twigs and branches, the weeding, watering and normal pruning of plant material.

7.00 GUARANTEE

7.01 The Landscape Contractor shall guarantee and maintain all new field grown trees and all field grown palms for a period of one year. All containerized trees, shrubs, and groundcovers for a period of 180 days, and all sod for a period of 90 days. The Landscape Contractor shall replace at the direction of the Landscape Architect all trees, shrubs, or groundcovers deemed by the Landscape Architect to be unacceptable, due to death or damage; acts of God, Owner negligence and vandalism excepted. The guarantee period shall begin upon substantial completion of the job, as determined by the landscape architect.

7.02 New material used to replace material unacceptable to the Landscape Architect, shall be guaranteed for similar period from date of installation.

8.00 FINAL INSPECTION AND ACCEPTANCE

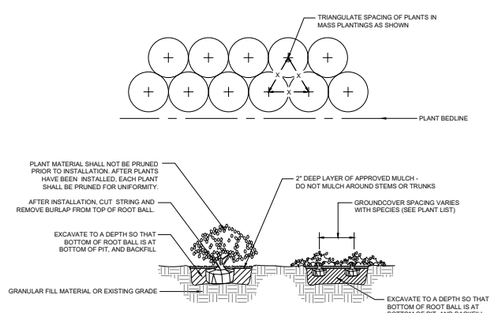
8.01 The Landscape Contractor shall advise the Landscape Architect in writing at the end of the guarantee period that the project is ready for final inspection. Only upon notification to the Landscape Architect by the Landscape Contractor in writing and subsequent inspection attended by the Landscape Contractor shall the requirements of the guarantee be met.

9.00 CLEAN-UP

9.01 Upon completion of all work under this section, the Landscape Contractor shall clear the site of all debris, superfluous material and all equipment to the satisfaction of the Landscape Architect

9.02 End

ABBREVIATIONS
CAL - CALIPER
CONC. - CONCRETE
C.T. - CLEAR TRUNK
CY - CUBIC YARD
EA. - EACH
EX. - EXISTING
FFE - FINISHED FLOOR ELEVATION
FG - FIELD GROWN
FM - FORCE MAIN
FTB - FULL TO BASE
G - GALLON
GAL - GALLON
GW - GREY WOOD
HT - HEIGHT
LF - LINEAR FOOT
MT - MULTI TRUNK
OC - ON CENTER
OA - OVERALL HEIGHT
PLTG. - PLANTING
SF - SQUARE FEET
SPD - SPREAD
TOB - TOP OF BANK
TYP. - TYPICAL



SHRUB & GROUNDCOVER PLANTING DETAIL

N.T.S.

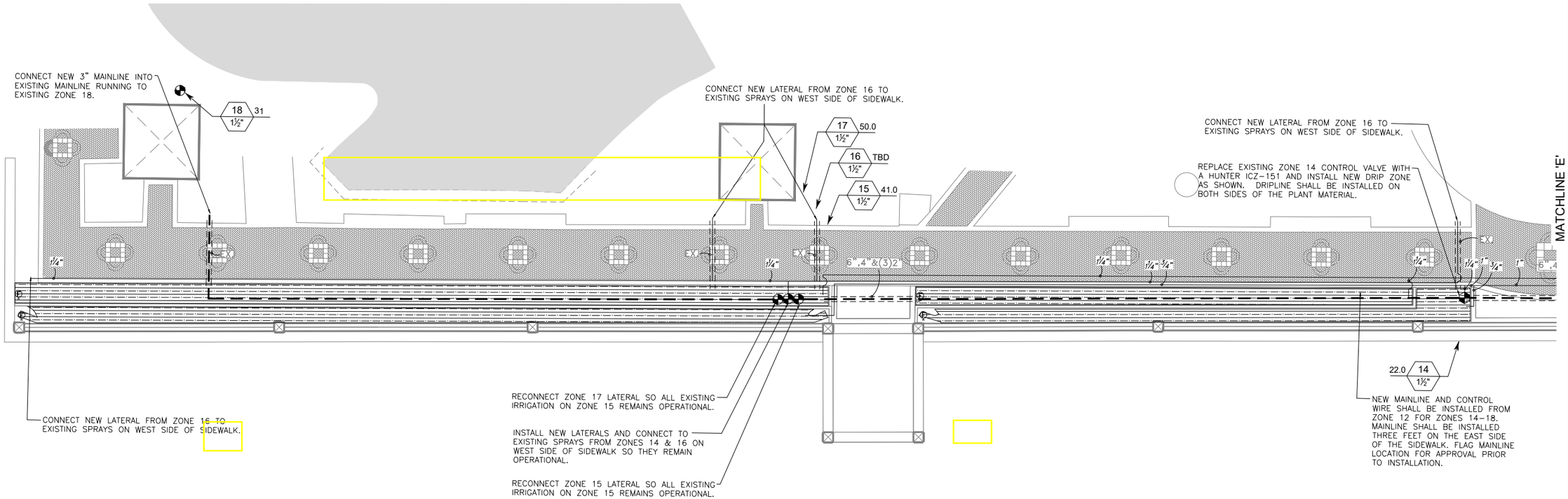
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FAX: (321) 449-1225
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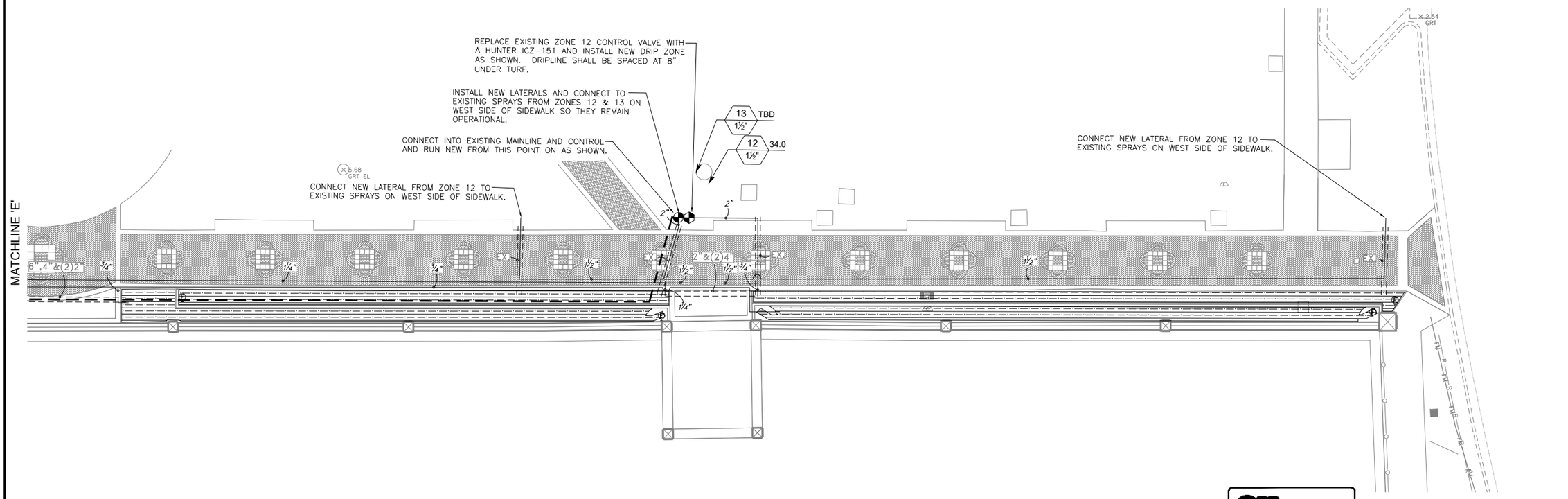
Cocoa Riverfront Park Promenade
401 River Edge Blvd.
Cocoa, Florida

SHEET TITLE
LANDSCAPE SPECIFICATIONS & DETAILS

DATE 10-21-19
DESIGN S.H.
DRAWN M.M.
SCALE 1/4" = 1' - 0"
REVISIONS
SEAL

SHEET L-5 OF 5





Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Cocoa Riverfront Park Promenade

401 River Edge Blvd.
Cocoa, Florida

SHEET TITLE
IRRIGATION PLAN

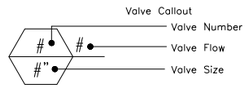
DATE 10-21-19
DESIGN S.H.
DRAWN J.C.
SCALE 1" = 10' - 0"
REVISIONS
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IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
Ⓕ	Hunter PROS-12 with GPH Irrigation Products GDFN	8
	Area to Receive Dripline Netafim TLCV9-12 Space at 8" under turf and install on each side of plant material.	3,000 l.f.

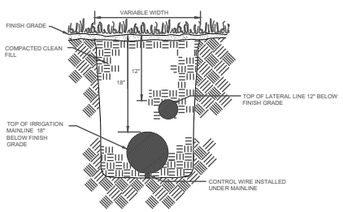
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter ICZ-151 in a Jumbo Valve Box	2
	Existing Control Valve see notes	5
	Irrigation Lateral Line: PVC Class 160	1,200 l.f.
— — — —	Irrigation Mainline: PVC 3" Class 200	440 l.f.
— — — —	Pipe Sleeve: PVC Schedule 40	

IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFF



PROJECT NOTES

1. IRRIGATION CONTRACTOR RESPONSIBLE FOR FIELD LOCATING EXISTING MAINLINE PIPING, CONTROL WIRE, CONTROL VALVES, CONTROLLER AND LATERALS. REFER TO EXISTING IRRIGATION PLANS FOR APPROXIMATE LOCATIONS.
2. CONNECTION INTO EXISTING SYSTEM TO BE ADJUSTED AS NECESSARY BASED ON CONDITIONS IN THE FIELD, TO PROVIDE FULLY OPERATIONAL SYSTEM. PRIOR TO BEGINNING WORK, THE EXISTING SYSTEM SHALL BE OPERATED BY THE CONTRACTOR TO DETERMINE THE ACTUAL EXTENT OF THE SYSTEM.
3. IRRIGATION CONTRACTOR RESPONSIBLE FOR RELOCATING AND CAPPING EXISTING LINES AS NECESSARY PRIOR TO NEW CONSTRUCTION. EXTEND LINES AS NECESSARY AND STUB ABOVE GROUND FOR FUTURE CONNECTION.
4. ZONE LINES WITHIN THE CONSTRUCTION BOUNDARY THAT SUPPLY OTHER AREAS SHALL BE REROUTED AS REQUIRED, AND RECONNECTED TO THEIR ORIGINAL VALVES, OR TO NEW VALVES ON THE EXISTING SYSTEM, AS APPROPRIATE. THESE NEW LINES MAY REMAIN WITHIN THE CONSTRUCTION BOUNDARY, BUT SHALL BE ROUTED SO THAT THEY ARE ACCESSIBLE AFTER CONSTRUCTION IS COMPLETE.
5. ALL COMPONENTS REMOVED SHALL BE DISPOSED OF PROPERLY AND NOT REUSED.
6. IRRIGATION CONTRACTOR TO COORDINATE SLEEVE INSTALLATION WITH GENERAL CONTRACTOR.
7. DISTURBANCE TO EXISTING TREES AND PLANT MATERIAL, AS BY TRENCHING, SHALL BE MINIMIZED.



NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 6" MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS.

TRENCHING DETAIL
SCALE: NTS

Crawford Irrigation Design, Inc.
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@atlantic.net

UNDERGROUND IRRIGATION SPECIFICATIONS

1.0 GENERAL

1.1 SUMMARY: Includes but not limited to:
- A. Furnishing and installing sprinkler system as described in Contract Documents complete with accessories necessary for proper functioning.

1.2 SYSTEM DESCRIPTION:
- A. Design Requirements:
  1. Layout of Irrigation Heads:
     a. Location of heads shown on Drawings is approximate. Actual placement may vary slightly as is required to achieve full, even coverage without spraying onto buildings, sidewalks, fences, etc.

1.3 QUALITY ASSURANCE:
- A. Regulatory Requirements:
  1. Work and materials shall be in accordance with latest rules and regulations, and other applicable state or local laws. Nothing in Contract Documents is to be construed to permit work not conforming to these codes.
- B. Pre-Installation Conference:
  1. Meet with Owner and Landscape Architect to discuss and clarify all aspects of job requirements prior to commencing work of this Section.
- C. System Adjustments:
  1. Minor adjustments in system will be permitted to avoid existing fixed obstructions.
  2. Mainline, laterals, and valves are shown for clarity purposes only. All irrigation equipment to be with landscape area. Mainline, laterals and valves to be installed as far away from existing and new specimen trees as possible.
- D. 1. Documentation and submittal of actual water supply performance prior to commencing installation.

1.4 SUBMITTALS:
- A. Record Drawings:
  1. Prepare an accurate as-built drawing as installation proceeds to be submitted prior to final inspection. Drawing shall include:
     a. Detail and dimension changes made during construction.
     b. Significant details and dimensions not shown in original Bidding Documents.
  2. Maintain, at job site, one copy of Contract Documents (as defined in General Conditions) and relevant shop drawings.
  3. Clearly mark each document "PROJECT RECORD COPY" and maintain in good condition for use of the Landscape Architect and Owner.
  4. As-built drawing shall be clearly drawn.
  5. Submit product literature for all sprinklers, valves, pipe, wire, wire connectors and controller.
  6. Final payment for system will not be authorized until accurate and complete submittals are delivered to the Landscape Architect.
- B. Instruction Manual:
  1. Provide instruction manual which lists complete instructions for system operation and maintenance.

1.5 PRODUCT STORAGE:
- A. During construction and storage, protect materials from damage and prolonged exposure to sunlight.

1.6 WARRANTY:
- A. Standard one (1) year warranty stipulated in General Conditions shall include:
  1. Completed system including parts and labor.
  2. Filling and repairing depressions and replacing plantings due to settlement of irrigation trenches for one (1) year following final acceptance.
  3. System adjustment to supply proper coverage to areas to receive water.

1.7 MAINTENANCE:
- A. Extra Materials:
  1. In addition to installed system, furnish Owner with the following items at close-out:
     a. Two sprinkler head bodies of each size and type.
     b. Two nozzles for each size and type.
     c. Two adjusting keys for each sprinkler head cover type.

2.0 PRODUCTS:

2.1 PIPE, PIPE FITTINGS, AND CONNECTIONS:
- A. Pipe shall be continuously and permanently marked with Manufacturer's name, size, schedule, type, and working pressure.
- B. Pipe:
  1. Pressure Lines: as indicated on plans.
  2. Lateral Lines: as indicated on plans.
  3. Risers: sch. 80 PVC, gray
- C. Fittings:
  1. Schedule 40 PVC.
- D. Sleeving:
  1. Schedule 40 PVC.

2.2 SPRINKLER HEADS:
- A. Conform to requirements shown on Drawings as to type, radius of throw, pressure, and discharge.

2.3 AUTOMATIC SPRINKLER SYSTEM:
- A. Control valves shall be of size and type indicated on Drawings.
- B. Control wire shall be UL listed, color coded copper conductor direct burial size 14. Use 3M-DBY waterproof wire connectors at splices and locate all splices within valve boxes. Use white or gray color for common wire and other colors for all other wire.

2.4 VALVES:
- A. Electric Valves:
  1. Make and model shown on Drawings.
- B. Automatic Controller:
  1. Make and model shown on Drawings.

2.5 VALVE ACCESSORIES:
- A. Valve Boxes:
  1. Ametek or Brooks heavy duty valve box with locking lid or Landscape Architect approved equal.
  2. Do not install more than one (1) valve in a single box.
  3. Valve boxes shall be large enough for easy removal or maintenance of valves.

3.0 EXECUTION:

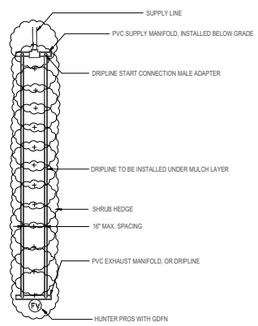
3.1 PREPARATION:
- A. Protection:
  1. Work of others damaged by this Section during course of its work shall be replaced or repaired by original installer at this Section's expense.

3.2 INSTALLATION:
- A. Trenching and Backfilling:
  1. Over-excavate trenches by two (2") inches and bring back to indicated depth by filling with fine, rock-free soil or sand.
  2. Cover pipe both top and sides with two (2") inches of material specified in paragraph above. In no case shall there be less than two (2") inches of rock-free soil or sand surrounding pipe.
- B. Installation of Plastic Pipe:
  1. Install plastic pipe in a manner to provide for expansion and contraction as recommended by Manufacturer.
  2. Unless otherwise indicated on Drawings, install main lines with a minimum cover of eighteen (18") inches based on finish grade. Install lateral lines with a minimum cover of twelve (12") inches based on finish grade
  3. Locate no sprinkler head closer than twelve (12") inches from building foundation. Heads immediately adjacent to mowing strips, walks or curbs shall be one (1") inch below top of mowing strip, walk or curb and have a minimum of one (1") inch clearance between head and mowing strip, walk or curb.
  4. Drawings show arrangement of piping. Should local conditions necessitate rearrangement, obtain approval of Landscape Architect prior to proceeding with work.
  5. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result.
  6. Make solvent weld joints in the following manner:
     a. Clean mating pipe and fitting with clean, dry cloth and apply one (1) coat of P-70 primer to each.
     b. Apply uniform coat of 711 solvent to outside of pipe.
     c. Apply solvent to fitting in similar manner.
     d. Reapply a light coat of solvent to pipe and quickly insert into fitting.
     e. Give pipe or fitting a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of fitting socket.
     f. Hold in position for fifteen (15) seconds minimum or long enough to secure joint.
     g. Wipe off solvent appearing on outer shoulder of fitting.
     h. Do not use an excessive amount of solvent thereby causing an obstruction to form on the inside of pipe.
     i. Allow joints to set at least 24 hours before applying pressure to PVC pipe.
  7. Tape threaded connection with teflon tape.
- C. Control Valves and Controller:
  1. Install controller, control wires, and valves in accordance with Manufacturer's recommendations and according to applicable electrical code.
  2. Install valves in plastic boxes with reinforced heavy duty plastic covers. Locate valve box tops at finish grade.
  3. Install remote control valves in valve boxes positioned over valve so all parts of valve can be reached for service. Set cover of valve box even with finish grade.
  4. Install all valve boxes over nine (9") inches of gravel for drainage.
- D. Sprinkler Heads:
  1. Prior to the installation of sprinkler heads, open control valves and use full head of water to flush out system.
  2. Set sprinkler heads perpendicular to finish grade.
  3. Set lawn sprinkler heads adjacent to existing walks, curbs, and other paved areas to grade.
- E. Dripline:
  1. Stake dripline every eight feet along dripline laterals.

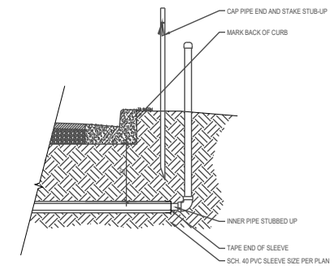
3.3 ADJUSTMENT AND CLEANING:
- A. Adjust heads to proper grade when turf is sufficiently established to allow walking on it without appreciable harm. Such lowering or raising of of heads shall be part of the original contract with no additional charge to the Owner.
- B. Adjust sprinkler heads for proper distribution and trim to ensure spray does not fall on building.
- C. Adjust watering time of valves to provide proper amounts of water to all plants.

3.4 DEMONSTRATION:
- A. After system is installed and approved, instruct Owners Representative in complete operation and maintenance.

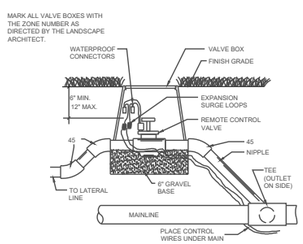
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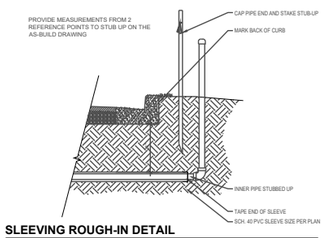
DRIPLINE LAYOUT DETAIL
SCALE: NTS



SLEEVING ROUGH-IN DETAIL
SCALE: NTS



ELECTRIC VALVE INSTALLATION DETAIL
SCALE: NTS



SLEEVING ROUGH-IN DETAIL
SCALE: NTS

Susan Hall, ASLA
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TABLE OF CONTENTS
TO
TECHNICAL SPECIFICATIONS

FOR

The Riverfront Promenade Overlook

City of Cocoa, Florida

SECTION	DESCRIPTION
DIVISION 1	
01100	SUMMARY
01140	CONTROL OF WORK
01200	MEASUREMENT AND PAYMENT
01250	CONTRACT MODIFICATION PROCEDURES
01310	PROJECT MANAGEMENT AND COORIDIANTION
01330	SUBMITTALS
01380	PRECONSTRUCTION DOCUMENTATION
01605	PRODUCTS AND SUBSTITUTIONS
01770	CLOSEOUT PROCEDURES
01781	PROJECT RECORD DOCUMETNS
DIVISION 2	
02050	DEMOLITION
02100	SITE PREPARATION
02200	EARTHWORK
02221	TRENCH EXCAVATION, BACKFILL, AND COMPACTION
02241	DEWATERING – ALTERNATE COFFERDAM
02261	EXCAVATION SUPPORT AND PROTECTION
02270	SEDIMENTATION AND EROSION CONTROL
02457	PRESTRESSED CONCRETE PILES
02764	PAVEMENT JOINT SEALANTS
02768	DECORATIVE CEMENT CONCRETE PAVEMENT
DIVISION 3	
03300	CAST-IN-PLACE CONCRETE
03410	PLANT-PRECAST STRUCTURAL CONCRETE
DIVISION 4	
04720	PRECAST STONE

DIVISION 7
07115 BITUMINOUS DAMPPROOFING
07920 JOINT SEALANTS

DIVISION 9
09960 HIGH-PERFORMANCE COATINGS

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: The work under this project consists of construction of the Cocoa Promenade project in accordance with these contract documents.
   1. Project Location: 430 Delannoy St, Cocoa, FL 32922.
   2. Owner: City of Cocoa.

B. Engineer Identification: The Contract Documents were prepared for this Project by Infrastructure Solution Services LLC, 7185 Murrell Rd, Suite 101, Melbourne, FL, 32940.

C. The Work under this contract includes, but is not limited to, the following:
   1. Construction of a reinforced concrete wall with piers and a precast stone cap, including reinforced concrete footing
   2. Construction of two (2) reinforced concrete overlooks on a pile foundation, including railing and appurtenances.
   3. Construction of landscaping and irrigation improvements
   4. Removal and replacement of fencing and utilities.
   5. Earthwork including excavation for structures and adjustments of grade.
   6. All other work shown, and all other work implied/required to perform the work shown, in the contract drawings and specifications.

1.3 CONTRACT

A. Project will be constructed under one contract.

1.4 WORK SEQUENCE

A. Any and all work necessary will be coordinated with City staff for site access and necessary shut downs or temporary operational changes to the existing area.

1.5 CONTRACTORS USE OF PREMISES

A. General: The Contractor shall limit his use of the premises to the work indicated.

B. Use of the Site: Confine operations to rights-of-way. Storage of materials or equipment beyond areas on which work is indicated is not permitted.
   1. Keep existing driveways and entrances clear and available at all times. Do not use these areas for parking or storage of materials.

C. Coordinate use of premises under direction of the Owner and Engineer.

D. Assume full responsibility for the protection and safe-keeping of products under this Contract, stored on the site.

E. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

F. Obtain and pay for the use of additional storage or work areas needed for operations.

1.6 WORK UNDER OTHER CONTRACTS

A. Separate Contract: Owner may award separate contracts for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.7 OWNER OCCUPANCY

A. Owner will need access to the project site during the entire period of construction. Coordinate and cooperate with Engineer in all construction operations to minimize conflict and to facilitate Owner usage.

B. Contractor shall at all times conduct his operations so as to insure the least inconvenience to the general public.

1.8 STORAGE OF EQUIPMENT AND MATERIALS

A. The use of City facilities for the storage of equipment and/or materials shall not be permitted. Contractor shall obtain storage facilities for materials and equipment at his own expense.

1.9 WORK ON PRIVATE PROPERTY

A. Contractor shall obtain Owner permission before performing work on private property. Permission shall be obtained at least 48 hours in advance of work. If the work is going to be extensive or require restoration, the Contractor shall notify the City in advance and written permission must be obtained through the City before work can be started. The Contractor shall photograph the work area before commencing work on private property and provide a copy to the City.

1.10 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by workmen.

1.11 TEST PITS

A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the Engineer. The costs for such test pits shall be borne by the Contractor.

1.12 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

1.13 COOPERATION WITHIN THIS CONTRACT

A. The Contractor shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the Owner and make arrangements for the interruption which will be satisfactory to the Owner.

1.14 REQUIRED INSURANCE AND LIABILITY

A. Should any damage from the Contractor's operations occur, the City will investigate claims and notify the Contractor and the damaged party as to its findings. The Contractor shall be responsible for any damages caused by his operations.

1.15 SAFETY AND OSHA COMPLIANCE

A. The Contractor shall comply in all respects with all Federal, State, and Local safety, health, and traffic control regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Washington DC 20210 or their regional offices. Particular attention is drawn to safety requirements for handling chemicals and entering confined spaces.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

1.16 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
   1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Specifications are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Specifications to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
   2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
      a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

C. Specifications: The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work.

Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

D. Intent: All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the plans or the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the Contractor as though it were specifically delineated or described.
   1. The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these specifications shall be made upon that basis. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

1.17 PERMITS

A. It shall be the CONTRACTOR's responsibility to secure all permits required to initiate and complete the Work under this Contract, except permits obtained by the OWNER.

B. Permits obtained, or to be obtained, by the OWNER include the following:
   1. US Army Corps of Engineers Nationwide Permit
   2. Determination from St Johns River Water Management District that no permit is required.

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS

A. In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the Owner and shall be cleaned, stored and delivered to the Owner as directed by the Engineer.

2.2 CERTIFIED CHEMICALS

A. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant, chemical grout or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with instructions.

PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall, prior to entering any section, prepare a Pre-Construction video and/or digital photographs, in accordance with Section 01380 PRECONSTRUCTION DOCUMENTATION, of each property and surrounding area to determine existing site conditions. Together the video and/or photographs will provide the basis for the level of restoration required and to address claims made against Contractor for damages caused.

B. The Contractor shall notify all property owners 48 hours prior to working in public Rights-of-Way or easements affecting or adjoining their properties. Notification shall be by hand-delivered flyer (prior Engineer approval required) which shall contain the following information:
   1. Project Name
   2. Date of Entry
   3. Description of Work
   4. Name of Contractor's Representative
   5. Local Phone Number of Contractor's Representative

C. The Contractor shall, prior to the removal of any fences, erect temporary fences to secure the owner's property. These temporary fences shall be of 4' high woven wire (2" x 4" grid), on the T line post 10' on centers. These fences shall run along the easement line and will remain in place until the permanent fence is re-erected.

3.2 CONNECTIONS TO EXISTING LINES

A. Where connecting to existing lines, it shall be done at such a time in such a manner to cause the least amount of interruption to City operations and customer services.

END OF SECTION 01100

SECTION 01140

CONTROL OF WORK

PART 1 - GENERAL

1.1 CONSTRUCTION AREAS

A. Coordinate use of work site under direction of Engineer and/or Owner.

B. Assume full responsibility for the protection and safekeeping of materials and products under this Contract, stored on the site.

C. Move stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

D. Obtain and pay for the use of additional storage of work areas needed for operations.

1.2 PRIVATE LAND

A. The Contractor shall not enter or occupy private land outside of the Owner’s property, public right-of way, or other easements, except by permission of the land owner.

1.3 WORK LOCATIONS

A. Structures and pipelines shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him/her from laying and jointing different or additional items where required.

1.4 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at his/her own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions. The Engineer may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight.

B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

C. The Contractor shall adhere to the requirements of the Florida Trench Safety Act, and O.S.H.A. Excavation Safety Standards 29 CFRs 1926.650 Subpart P.

1.5 TEST PITS

A. Test pits for the purpose of locating all known and unknown underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor at the direction of the Engineer. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer. No separate payment will be made.

1.6 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his/her expense, to a condition similar or equal to that existing before the damage was done, or he/she shall make good the damage in other manner acceptable to the Engineer.

B. Along the location of this work all fences, walks, bushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be re-graded and seeded.

C. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Schedule of Values.

1.7 PROTECTION/RELOCATION OF EXISTING STRUCTURES AND UTILITIES

A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind.

Any damage resulting from the Contractor's operations shall be repaired by him/her at his/her expense.

B. The Contractor, however, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.

C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the Total Bid Price in the Bid Form.

D. The Contractor shall be responsible to maintain water, telephone, power, cable TV, sewer, gas and other related utilities throughout construction at no additional cost to the Owner.

E. The Contractor shall fully cooperate with all private and public utilities during the installation of new facilities, or relocation of existing facilities. The Contractor shall coordinate his work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements.

1.8 WATER FOR CONSTRUCTION PURPOSES

A. The Contractor shall at his/her own cost, provide for the continuous operation of sewers, force mains, drains, and water mains during the progress of the work. The Contractor shall provide temporary services and/or bypasses when necessary to provide continuous utility service.

B. Contractor shall be responsible for obtaining any water necessary for construction through the City.

1.9 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

A. During the course of the work, the Contractor shall keep the site of his/her operations in as clean and neat a condition as is possible. He/She shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he/she shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and elsewhere in the Specifications.

C. The Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors, and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor, or Subcontractor, will be brought to the immediate attention of the responsible regulatory agencies. The Contractor shall be responsible for any action ordered by the regulatory agency.

1.10 MAINTENANCE OF ACCESS

A. Portions of the work are located in developed areas requiring the access for fire and other departments to be provided for and at least one free lane be available for all traffic. Contractor is to arrange operations in these areas to meet these requirements and secure approval or operating procedures from the local traffic authority.

1.11 MAINTENANCE OF TRAFFIC

A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage.

B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures for safety satisfactory to the Engineer.

C. Detours around construction areas will be subject to the approval of the Owner. Where detours are permitted the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the Contractor shall expedite construction operations and periods when traffic is being detoured will be strictly controlled by the Owner.

PART 2 - PRODUCTS

2.1 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.

B. All structures shall be protected in a manner approved by the Engineer. Should any of the floors or other parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the

Contractor at his own expense and to the satisfaction of the Engineer. If, in the final inspection of the work, any defects, faults or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.

C. The Contractor shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the Owner.

D. The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the road or structures are kept in satisfactory condition at all times. In the case of a Contract for the placing of a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

E. All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01140

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SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 1 Section “Closeout Procedures” for administrative requirements governing project closeout.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with Continuation Sheets.
      b. Submittals Schedule.
      c. Contractor's Construction Schedule.
   2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the bid form and/or specifications table of contents as a guide to establish line items for the Schedule of Values.
   1. Identification: Include the following Project identification on the Schedule of Values:
      a. Project name and location.
      b. Name of Engineer and Engineer's project number.
      c. Contractor's name and address.
      d. Date of submittal.
   2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
   3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
      a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
   5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
      a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
   6. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

C. Schedule of Values Form: Use form provided at the end of this Section for Schedule of Values. Contractor may use their own form provided such form is approved by both the Owner and Engineer.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Engineer by the 5th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Payment Application Forms: Use form provided at the end of this Section for Applications for Payment. Contractor may use their own form provided such form is approved by both the Owner and Engineer.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Engineer. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. Schedule of Values.
   2. Contractor's Construction Schedule (preliminary if not final).
   3. Submittals Schedule (preliminary if not final).
   4. Certificates of insurance and insurance policies.
   5. Performance and payment bonds.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
6. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 BID ITEMS

A. The scope of this section defines the items included in each bid item in the Bid Response Form of these Specifications. Payment will be made based on the specified items included in the description in this section for each bid item.

B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Schedule or Payment Items, the Contractor shall include the cost for that work in some other applicable bid item, so that the proposal for the project reflects the Contractor's total price for completing the work in its entirety.

C. All contract prices included in the Bid Form section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this contract. Payment for all items listed in the Schedule of Values will constitute full compensation for all work shown and/or specified to be performed under this project.

D. Bid Item No. 1 – Mobilization/Demobilization, Insurance, Bonds
1. Payment for the mobilization and demobilization shall be limited to twenty-five (25) percent at the first payment application and at least ten (10) percent at the final pay application. The remaining sixty (65) percent shall be divided among the pay applications following the initial pay application.
2. Price for mobilization, demobilization, insurance and bonds shall not exceed seven (7) percent of the total base bid contract price.

E. Bid Item No. 2 – Level "A" Subsurface Utility Investigations
1. Periodic payment will be made for these items based upon percent complete, less retainage.

2. This bid item includes all work, equipment, and materials necessary to perform subsurface utility investigations (Quality Level "A") in accordance with the Contract Documents. These investigations must be performed in the project area between the existing paver walkway and the sea wall along the length of the project. In addition, the investigations must be performed along the route of any excavations and conduit runs outside of the project area. The investigations shall also record the location and size of any tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The contractor is responsible for the costs associated with these investigations. These investigations shall be performed prior to beginning any other work, and the results of the investigations shall be provided to the Owner and the Engineer for review prior to beginning any other work.

F. Bid Item No. 3 – Erosion and Sediment Control
   1. Periodic payment will be made for these items based upon percent complete, less retainage.
   2. This bid item includes all work, equipment, and materials required for furnishing, constructing, installing, and maintaining erosion and sediment control throughout the duration required for the project. This item shall include all NPDES permitting, erosion and sediment control plans, and associated work.

G. Bid Item No. 4 – Demolition
   1. Periodic payment will be made for these items based upon percent complete, less retainage.
   2. Demolition shall include all work, equipment, and materials required to demolish the items shown to be demolished or removed in the Contract Documents, plus any incidental demolition required to complete other work shown in the Contract Documents. The cost of any clearing is to be included in this bid item. Disposal of all associated waste materials is also included in this item. The contractor shall note that not all demolition is explicitly shown on the drawings; additional will be required for removal and installation of various utilities and services lines, as noted on the utility and other plans. The contractor shall account for this demolition in his bid.

H. Bid Item No. 5 – Construct Electrical and Lighting
   1. Periodic payment will be made for these items based upon percent complete, less retainage.
   2. This bid item includes all work, equipment, materials, and permitting required to construct/install conduit, wiring, duct banks, fixtures, earthwork and related items shown in the Contract Documents. This includes all work on land and on the overlooks. These bid items also include all work, equipment, and materials required to install, test and complete all appurtenances detailed in the contract documentation to operate a fully functional system.

I. Bid Item No. 6 – Reinforced Concrete Walls and Piers

1. Periodic payment will be made for these items based upon percent complete, less retainage.
2. This bid item includes all work, equipment, and materials required to construct reinforced concrete walls and piers with precast stone caps and all other related items shown in the Contract Documents. This work includes all soil excavation, fill/removal, compaction, protection of utilities and seawall & tie-backs, testing, and coating of the structures, and temporary improvements necessary for the work.

J. Bid Item No. 7 – Reinforced Concrete Overlooks

1. Periodic payment will be made for these items based upon percent complete, less retainage.
2. This bid item includes all work, equipment, and materials required to construct reinforced concrete overlooks, on pile supported foundations, with stainless steel cable-railing and concrete piers, and all other related items shown in the Contract Documents. This work includes all soil excavation, fill/removal, compaction, accommodation and protection of utilities and seawall & tie-backs, testing, coatings, and temporary improvements necessary for the work.

K. Bid Item No. 8 – Construct Utilities

1. Periodic payment will be made for these items based upon percent complete, less retainage.
2. This bid item includes all work, equipment, and materials, including communication conduit & hand holes, reclaimed water piping, valves, taps, fittings, connections, earthwork, testing, temporary improvements, service line and installations/relocations/replacements, dewatering, and all other work and associated appurtenances required to construct/install the utilities and to connect to existing utilities as shown in the Contract Documents.

L. Bid Item No. 9 – Landscape Curb

1. Periodic payment will be made for these items based upon percent complete, less retainage.
2. This bid item includes all work, equipment, and materials, including concrete, reinforcements, testing and all associated appurtenances required to construct/install the concrete landscape curb as shown in the Contract Documents.

M. Bid Item No. 10 – Landscape & Irrigation

1. Periodic payment will be made for these items based upon percent complete, less retainage.
2. This bid item includes all work, equipment, and materials required to furnish and install all landscape and irrigation improvements in accordance with the Contract Documents. This work shall also include any grading, sod, repair and restoration required due to construction activities in accordance with the Contract Documents.

N. Bid Item No. 11 – Lighted Sign

1. Periodic payment will be made for these items based upon percent complete, less retainage.
2. This bid items include all work, equipment, and materials, required to furnish and install the lighted sign as shown in the Contract Documents and manufactures specifications.

O. Bid Item No. 12 – Survey and AutoCAD Format Record Drawings Provided by the Contractor
1. Payment for this item shall be limited to fifty (50) percent of the total amount spread equally over the length of the project. The remaining fifty (50) percent shall be paid following submittal and approval of the final survey and AutoCAD format record drawings.
2. The minimum price bid for this bid item shall be equal to or greater than one (1) percent of the total contract-based bid price.
3. This bid item includes all work, equipment, and materials for maintaining and preparing record drawings and survey in accordance with the City of Cocoa Standards and the Contract Documents.

P. Bid Item No. 13 – Allowance
1. Payment for work related to this item will be made for Owner-approved resolution of unforeseen construction conflicts, and/or minor amendments to the Contract Documents. The Contractor shall not be entitled to an amount of monies for this item unless authorized in writing by the Owner. Payment for this item will be made based upon a negotiated lump sum or based on time and materials. The Contractor shall produce documentation upon request to verify costs. Only fees substantiated and approved by the Owner prior to work shall be paid as part of this bid item in accordance with the requirements of the Contract Documents. Any excess remaining at the end of the project will be recovered by deductive change order.
2. Payment for authorized contract amendments shall be made in accordance with the provisions of the Contract Documents. Allowance monies remaining at the completion of the project, inclusive of all authorized contract amendments, will be returned to the Owner.

Q. Bid Item No. 14 – Additive Bid Alternate 1 – Alternate Landscaping
1. Payment for this work will only be made if the City accepts this Additive Bid Alternate 1 and makes it part of the Contract.
2. The amount included in the Bid Form shall be the additional cost for completing the alternate work only.
3. Periodic payment will be made for these items based upon percent complete, less retainage.
4. This bid item includes all work, equipment, and materials, including additional plantings, reduction in sod, additional landscape curb, and ancillary improvements identified and referenced on drawing *C-11 Bid Add Alternate Plan* as shown in the Contract Documents.

R. Bid Item No. 15 – Deductive Bid Alternate 2 – Use of Precast Overlook Elements

1. Payment for this work will only be made if the City accepts this Deductive Bid Alternate 2 and makes it part of the Contract.
2. The amount included in the Bid Form shall be the deduction in cost for the alternate work only.
3. Periodic payment will be made for these items based upon percent complete, less retainage.
4. This bid item allows the Contractor to propose cost savings to the City for the use of precast concrete elements in the construction of some or all of the overlook structures. This includes all work, equipment, and materials, including delegated design submittal for providing the overlook structures meeting all performance and aesthetic requirements of the Contract Documents using precast concrete elements.

SCHEDULE OF VALUES FORM

Project Name: _____ Pay Application No. _____

Item #	Description	Value	Change Order Value	Previous Value	Completed This Period		Completed To Date		Balance Remaining
					Value	%	Value	%	
Totals (Page 1)									

SCHEDULE OF VALUES FORM (CONTINUED)

Project Name: _____ Pay Application No. _____

Item #	Description	Value	Change Order Value	Previous Value	Completed This Period		Completed To Date		Balance Remaining
					Value	%	Value	%	
Totals (Page 2)									
Totals (from Page 1)									
Totals									

APPLICATION AND CERTIFICATE FOR PAYMENT

Project Name: _____ Original Contract Sum: $ _____

Owner: _____ Contractor: _____

_____ _____

_____ _____

Application No: _____ Owner's Project No.: _____

Period From: _____ Contractor's Project No.: _____

Period To: _____ Engineer's Project No.: _____

Application is made for payment, as detailed on the following page(s), of: $ _____

The undersigned Contractor certifies that to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work done on previous applications for payment for which payments have been received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: _____

By: _____ Date: _____

_____ (print)

COUNTY OF _____ STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that(s) he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

_____
(Notary Public)
My Commission Expires _____

OWNER: _____

By: _____ Date: _____ By: _____ Date: _____

_____ (print) _____ (print)

ENGINEER: _____

Amount Certified: $ _____ By: _____ Date: _____

_____ (print)

Explanation (if different from amount shown): _____

_____

Change Order Summary:

Previously Approved Change Orders		
	Additions	**Deductions**
Total	$ _____	$ _____

Change Orders Approved This Pay Period			
Change Order No.	Date Approved	**Additions**	**Deductions**
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
Total This Pay Period		$ _____	$ _____
Net Change (Current plus previous change orders)		$ _____	$ _____

Net Change Order $ _____

Application is made for payment as shown below:

1. ORIGINAL CONTRACT SUM $ _____
2. Net Change by Change Order $ _____
3. CONTRACT SUM TO DATE (Line 1 and 2) $ _____
4. TOTAL COMPLETED AND STORED TO DATE $ _____
5. RETAINAGE:
   a. _____% of Completed Work $ _____
   b. _____% of Stored Material $ _____
   c. Total Retainage (Line 5a and 5b) $ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5c) $ _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate) $ _____
8. AMOUNT DUE THIS APPLICATION $ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) $ _____

END OF SECTION 01290

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SECTION 01250

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   6. Comply with requirements in Division 1 Section "Products and Substitutions" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

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SECTION 01310

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.
   4. Requests for Interpretation (RFIs).

B. Related Sections include the following:
   1. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required

maintenance, service, and repair of all components, including mechanical and electrical.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Pre-installation conferences.
   7. Project closeout activities.
   8. Startup and adjustment of systems.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within five (5) days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen (15) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

C. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
   1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be

represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

1.6 REQUESTS FOR INTERPRETATION (RFI)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form provided at the end of this Section.
   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
   2. Date.
   3. Name of Contractor.
   4. Name of Engineer.
   5. RFI number, numbered sequentially.
   6. Specification Section number and title and related paragraphs, as appropriate.
   7. Drawing number and detail references, as appropriate.
   8. Field dimensions and conditions, as appropriate.
   9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   10. Contractor's signature.
   11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
      a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs:
   1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form, with substantially the same content as indicated above and shown on the form provided at the end of this Section, may be used by the Contractor. Form shall be approved by Engineer prior to use.
   1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven (7) working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Engineer's actions on submittals.
    f. Incomplete RFIs or RFIs with numerous errors.
2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within ten (10) days of receipt of the RFI response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

CONTRACTOR REQUEST FOR INFORMATION (RFI) FORM

RFI NO. ____

OWNER:	City of Cocoa	No. Copies	
ENGINEER:	Infrastructure Solution Services	No. Copies	
ARCHITECT:		No. Copies	
CONTRACTOR:		No. Copies	
OTHER:		No. Copies	

PROJECT DATA		**CONTRACT DATA**	
NAME:		NUMBER:	
LOCATION:		DATE:	
OWNER:		DRAWING NO:	
OTHER:		SPEC SECTION:	

QUESTION:

BY: _____ DATE: _____

REPLY:

BY: _____ DATE: _____

END OF SECTION 01310

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The CONTRACTOR shall submit to the ENGINEER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called data), and material samples (hereinafter in this Section called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.

C. The CONTRACTOR is to maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the OWNER and the ENGINEER. This log should include the following items:
   1. Submittal-Description and File Number assigned.
   2. Date to ENGINEER.
   3. Date returned to CONTRACTOR (from ENGINEER).
   4. Status of Submittal
      a. Approved
      b. Approved as Noted
      c. Revise and Resubmit
      d. Submit Specific Item
      e. Rejected
   5. Date of Resubmittal and Return (as applicable).
   6. Date material released (for fabrication).
   7. Projected date of fabrication.
   8. Projected date of delivery to site.
   9. Status of O&M submittal

1.2 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale

drawings, bills of material, wiring and control diagrams, and inspection and test reports including performance curves and certifications as applicable to the Work.

B. All details on shop drawings submitted for approval shall show clearly the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.

C. See Shop Drawing Schedule requirements in subparagraph 1.7 CONTRACTOR'S RESPONSIBILITY.

1.3 PRODUCT DATA

A. Product data as specified in individual sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, MANUFACTURER'S printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing storage instructions, and printed product warranties, as applicable to the work.

1.4 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the CONTRACTOR's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Working drawings shall be signed and sealed by a registered Professional Engineer, currently licensed to practice in the State and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the ENGINEER. Such review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility therefor.

1.5 SAMPLES

A. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or requested and in quantities and sizes as specified. A minimum of two samples of each item shall be submitted unless otherwise specified. The CONTRACTOR shall pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.

B. Samples specified in individual sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the ENGINEER or OWNER for independent inspection and testing, as applicable to the Work.

C. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples. The CONTRACTOR shall enclose a copy of this letter with the shipment and send a copy of this letter to the ENGINEER. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

D. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

1.6 SUBMITTAL REQUIREMENTS

A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.

B. The CONTRACTOR shall submit electronically one digital copy of the submittal in pdf version and four (4) printed copies of all shop drawings for the ENGINEER to review, of which the ENGINEER will retain two (2) sets.

C. All submittals shall be made directly to the ENGINEER.

D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:
   1. Number and title of the drawing.
   2. Date of drawing or revision.

3. Name of project building or facility.
4. Name of contractor, subcontractor, and manufacturer submitting drawing.
5. Clear identification of contents, location of the work, and the sheet numbers and specification section where the product is found in the contract drawings.
6. CONTRACTOR Certification Statement.
7. Submittal Number.
8. Contract Drawing Number Reference.

E. In accordance with subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement, signed by the CONTRACTOR:
   1. "Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all CONTRACTOR requirements."

F. All items specified are not necessarily intended to be a manufacturer's standard product. Variations from specified items will be considered on an "or equal" basis. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal and on the shop drawings along with notification of his intent to seek contract adjustment. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed. Variations submitted but not described may be cause for rejection. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the ENGINEER.

G. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.

H. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance schedule for each piece of equipment shall be submitted.

I. All MANUFACTURERS or equipment suppliers who propose to furnish equipment or products under Divisions 11, 13, 14, 15 and 16 shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include all installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

J. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the ENGINEER will utilize the color "red" in marking submittals.

K. Facsimiles or copies of facsimiles will not be accepted for review.

1.7 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of any drawing or data sheet larger than 11"x17" shall bear CONTRACTOR's stamp showing that they have been so checked and approved. Drawings or data sheets 11"x17" and smaller shall be bound together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.

B. The CONTRACTOR shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
   1. Field measurements.
   2. Field construction criteria.
   3. Manufacturer's catalog numbers and similar data.
   4. Conformance with Specifications.

C. Deviations from the Specifications or Drawings
   1. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents. If no exceptions are taken to the specifications or drawings, the Contractor (or any Subcontractor, Manufacturer, etc.) shall make a statement as such. If there is no statement included in the submittal, then it is acknowledged that no exceptions are taken.
   2. Exceptions to the Specifications and/or Drawings shall be clearly defined in a Deviation List. The Deviation List shall consist of a paragraph by paragraph review of the Specifications indicating acceptance or any proposed deviations, the reason for exception, the exact nature of the exception and the proposed substitution so that an evaluation may be made by the Engineer.
   3. Exceptions in the submittal that are not clearly noted as described herein are not valid even if the Engineer has returned the submitted marked as Approved, Approved as Noted, or Submit Specific Item.

D. At a time decided upon at the preconstruction meeting the CONTRACTOR shall furnish the ENGINEER a Shop Drawing schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule. The

CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.

E. The CONTRACTOR shall not begin any work affected by a submittal returned as not approved. Before starting this work all revisions must be corrected by the CONTRACTOR. After resubmittal they will be reviewed and returned to him by the ENGINEER. If approved or approved as noted, then the CONTRACTOR may begin this work. Any corrections made to the shop drawings are to be followed without exception.

F. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for review from the time the ENGINEER receives them. No less than thirty (30) calendar days will be required for major equipment that requires review by more than one (1) engineering discipline.

G. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the review and approval by ENGINEER of the necessary shop drawings.

H. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.

I. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.

J. Requests for Information (RFI) shall be submitted on a standard form provided by the ENGINEER. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

1.8 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The ENGINEER's review is for general conformance with the design concept and contract drawings. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom. The CONTRACTOR remains responsibility for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

B. The review of shop drawings, data, and samples will be general. They shall not be construed:
   1. As permitting any departure from the Contract requirements;
   2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
   3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.

C. If the shop drawings, data or samples as submitted describe variations per subparagraph (1.6F), and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the ENGINEER may return the reviewed drawings without noting an exception.

D. Submittals will be returned to the CONTRACTOR under one of the following:
   1. "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.
   2. "APPROVED AS NOTED" is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Re-submittal is not necessary prior to release for manufacturing.
   3. "REVISE & RESUBMIT." This combination of codes is assigned when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.
   4. "REJECTED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.
   5. “SUBMIT SPECIFIC ITEM” is assigned when a specific item was left out. The CONTRACTOR must turn in a submittal on that item to bring the entire package into conformance. The entire package does not have to be resubmitted.

E. Re-submittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the ENGINEER.

F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the ENGINEER at least seven (7) working days prior to release for manufacture.

G. The ENGINEER will review a submittal a maximum of two (2) times after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.

H. When the shop drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.

I. Partial submittals may not be reviewed. The ENGINEER will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Rejected" until resubmitted. The ENGINEER may at his option provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

1.9 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

A. If specifically required in other sections of these Specifications, the CONTRACTOR shall submit a P.E. Certification for each item required, in the form attached to this Section, completely filled in and stamped.

1.10 FINAL COMBINED SUBMITTAL OF DIGITAL VERSION OF SHOP DRAWING SUBMITTALS

A. At the completion of the project, a digital version of all shop drawing submittals and review forms in pdf format shall be compiled and provided to the ENGINEER as an appendix to the Operation and Maintenance Manual. Should no component of the construction necessitate an Operation and Maintenance Manual, the compendium of submittals in digital form shall be submitted as a final shop drawing submittal for review by the ENGINEER.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01330

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SECTION 01380

PRECONSTRUCTION DOCUMENTATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall employ a competent photographer to take pre-construction record digital photographs and/or perform video recording, including providing all labor, materials, equipment and incidentals necessary to obtain photographs and/or video recordings of all areas in which Work is to be performed as specified in the Contract Documents.

1.2 QUALIFICATIONS

A. All photography shall be done by a competent digital camera operator who is fully experienced and qualified with the specified equipment.

B. For the video recording, the audio portion should be done by a person qualified and knowledgeable in the specifics of the Contract, who shall speak with clarity and diction so as to be easily understood.

1.3 VIDEO RECORDINGS

A. Video recording shall be accomplished for all areas that are scheduled for construction. All video recording shall be in full color. Video recording shall include full recording of both sides of all streets on which construction is to be performed.

B. When property is adjacent to a roadway, the recording shall, when viewed, show the image, 1/4 of the roadway fronting all property and 3/4 of the image shall be of the property. The recording shall be done so as to show the roadway and property in an oblique view (30 degrees).

C. A complete view, in sufficient detail, of all existing facilities with audio description of the exact location shall be provided.

D. The Engineering plans shall be used as a reference for stationing in the audio portion of the recording for easy location identifications. If applicable, house numbers shall be mentioned on the audio.

E. Two complete sets of video recording on DVD shall be delivered to the Engineer for the permanent and exclusive use of the Engineer prior to the start of any construction on the project.

F. All DVDs shall contain the name of the project, the date and time of the videotaping, the name and address of the photographer and any other identifying information required.

1.4 DIGITAL PROJECT PHOTOGRAPHS

A. Digital cameras and photographs may be used in lieu of video recording described in Paragraph 1.3 above. Provide photographs of the entire work area prior to any construction for the purpose of recording conditions prior to construction. Photographs should be spaced at approximately 100 foot intervals along improved areas. Photographs taken along unimproved areas of the project shall be spaced at approximately 300 foot intervals. In addition, all special features shall be photographed prior to construction.

B. The Contractor shall deliver hard copies of photographs and CD-ROM(s) or DVD(s) in conformance with the above requirements to the Engineer. No construction shall start until pre-construction photographs are completed and submitted to the Engineer.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01380

SECTION 01605

PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specially purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders, except as provided in contract documents are considered requests for "substitutions," and are subject to requirements hereof.

1.3 QUALITY ASSURANCE

A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with

other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material sections.

1.4 PRODUCTS LISTED

A. Within 30 days after award of Contract, submit to Engineer six (6) copies of complete list of major products which are proposed for installation.

B. Tabulate products by specification section number and title.

C. For products specified only by reference standards, list for each such product:
   1. Name and address of manufacturer.
   2. Trade name.
   3. Model or catalogue designation.
   4. Manufacturer's data:
      a. Reference standards.
      b. Performance test data.

1.5 CONTRACTOR'S OPTIONS

A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any one of those products and manufacturers named which complies with Specifications.

C. For products specified by naming only one or more products or manufacturers and stating "or equal", select one of those named products or manufacturers. After award of the Contract, submit a request as for substitutions, for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.6 SUBSTITUTION SUBMITTALS

A. Requests for Substitutions: Submit three (3) copies, fully identified for product or method being replaced by substitutions, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitutions, statement of effect on construction time and

coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or better- than work originally indicated.

B. Within a period of 30 days after award of Contract, Engineer will consider formal requests from the Contractor for substitution of products in place of those specified:
   1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contract Documents.

C. Submit a separate request for each substitution. Support each request with:
   1. Complete data substantiating compliance of the proposed substitution. Support each request with:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature; identify:
         1) Product description.
         2) Reference standards.
         3) Performance and test data.
      c. Samples, as applicable.
      d. Name and address of similar projects on which product has been used, and the date of each installation.
   2. Itemized comparison of the proposed substitution with product specified; list significant variations.
   3. Data relating to changes in the construction schedule.
   4. Any effect of the substitution on separate contracts.
   5. List of changes required in other work or products.
   6. Accurate cost data comparing proposed substitution with product specified.
   7. Designation of required license fees or royalties.
   8. Designation of availability of maintenance services and sources of replacement materials.

D. Substitutions will not be considered for acceptance when:
   1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.
   2. They are requested by anyone other than Contractor.
   3. Submitted without data relating to changes in construction schedule.
   4. Any effect of substitution on separate contracts is not included.
   5. A list of changes required in other work or products is not included.
   6. Accurate cost data comparing proposed substitution with product specified is not included.
   7. Designation of required license fees or royalties is not included.
   8. Designation of availability of maintenance services, sources of replacement materials is not included.
   9. Acceptance will require substantial revision of Contract Documents.

E. Substitute products shall not be ordered or installed without written acceptance of Engineer.

F. Engineer will determine the acceptability of proposed substitutions. Contractor shall pay all costs associated with Engineer's review.

1.7 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution, the Contractor represents that:
   1. The proposed product has been investigated and determined that it is equal to or superior in all respects to that specified.
   2. The same warranties or bonds shall be provided for substitution as for product specified.
   3. The installation of accepted changes shall be incorporated as may be required for the Work to be complete in all respects.
   4. Any claims for additional costs caused by substitution are waived.
   5. All costs, resulting under separate contracts, which result from the substitution, are the responsibility of the Contractor.
   6. Any and all Engineering costs for redesign or revision of the Contract Documents shall be the responsibility of the Contractor.
   7. Cost data is complete and includes related costs under his contract, but not:
      a. Costs under separate contracts.
      b. Engineer's costs of redesign or revision of Contract Documents.

1.8 ENGINEER DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

1.9 PRODUCT DELIVERY-STORAGE-HANDLING

A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.10 WARRANTIES (GUARANTEES)

A. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this section) but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has

published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

B. Refer to individual sections of Division 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

C. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which results from:
   1. Unusual and abnormal phenomena of the elements.
   2. The Owner's misuse, maltreatment or improper maintenance of the work.
   3. Vandalism after time of substantial completion.
   4. Insurrection of acts of aggression including war.

D. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

E. Reinstatement of Warranty Period: Except as otherwise indicated, when product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

F. A period of time equal to original warranty period of time.

G. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCT COMPLIANCES

A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliances with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction project. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

1. Single Product/Manufacturer Name: Provide product indicated, except advise Engineer before proceeding, where known that named product is not a feasible or acceptable selection.
2. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option, but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Engineer before proceeding.
3. "Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Engineer's approval (by change order) to provide an unnamed product.
4. “Approved Equal”: The use of this phrase shall mean that in lieu of the product called for in the Specifications, the Contractor may submit to the Engineer another product for consideration. The Engineer must receive a package that details the product for consideration at least two (2) weeks (14 days) prior to the receipt of Bids. Only the Contractor wishing to use another product may submit that product for review. If approval is given, the Engineer will notify the Contractor in writing. Any modifications necessary, including piping, electrical, structural, etc. that may be required, will be the responsibility of the Contractor.
5. "Named," except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer to requests to use products of a later (or earlier) model to Engineer for acceptance before proceeding.
6. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
7. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
8. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.

2.2 SUBSTITUTIONS

A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by Engineer. Otherwise, request will be returned without action except to record noncompliance with these requirements:

1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents. Where "or approved equal" is not specified, no other material or article may be substituted.
2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly to coordinate various activities properly.
3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated, therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, nonwarranty, non-insurability or other non-compliance as claimed.
4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
5. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities, Owner may be required to bear, including additional compensation to Engineer for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.

B. Work-Related Submittals: Contractor's submittal of, and Engineer's acceptance of shop drawings, product data or samples which indicated work not complying with requirements of contract documents, does not constitute an acceptable and valid request for, nor approval of, a substitution.

2.3 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

B. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

C. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

D. Equipment Nameplates: Provide permanent nameplate on each item of service connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data.

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01605

SECTION 01770

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures.
   2. Warranties.
   3. Final cleaning.

B. Related Sections include the following:
   1. Division 1 Section "Measurement and Payment" for requirements for Applications for Payment for Substantial and Final Completion.
   2. Division 1 Section "Pre-Construction Documentation" for submitting Final Completion construction photographs and negatives.
   3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   4. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   3. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
   4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

5. Complete startup testing of systems.
6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
7. Complete final cleaning requirements, including touchup painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section "Measurement and Payment."
   2. Submit copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing

correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Include the following information at the top of each page:
    a. Project name.
    b. Date.
    c. Name of Engineer.
    d. Name of Contractor.
    e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Remove labels that are not permanent.
g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
h. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
i. Replace parts subject to unusual operating conditions.
j. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 01781

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings.
   2. Record Product Data.

B. Related Sections include the following:
   1. Division 1 Section "Closeout Procedures" for general closeout procedures.
   2. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of Record Drawings as follows:
      a. Initial Submittal:
         1) Submit two (2) set(s) of marked-up Record Prints. Engineer will review and provide comments.
         2) Submit two (2) sets of surveyor’s as-built survey of the improvements
         3) Submit one (1) copy of the Record Prints in AutoCAD format.
      b. Final Submittal:
         1) Submit five (5) set(s) of marked-up Record Prints.
         2) Submit five (5) copies of the signed & sealed surveyor’s asbuilt survey of the improvements.
         3) Submit one (1) copy of the Record Prints in AutoCAD format.

B. Record Product Data: Submit one (1) copy of each Product Data submittal.
   1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints shall be prepared using the construction plans marked “Released for Construction.” The Record Prints shall be submitted electronically in AutoCAD (latest release) format. A copy of the “Released for Construction” plans shall be provided by the engineer in AutoCAD format for the contractor’s use in preparing Record Prints.

B. Record Drawings shall conform to the requirements of this specification and all requirements of the City of Cocoa Standards.

C. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an understandable drawing technique.
      c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
      a. Dimensional changes to Drawings.
      b. Revisions to details shown on Drawings.
      c. Locations and depths of underground utilities.
      d. Revisions to routing of piping and conduits.
      e. Revisions to electrical circuitry.
      f. Actual equipment locations.
      g. Locations of concealed internal utilities.
      h. Changes made by Change Order or Construction Change Directive.
      i. Changes made following Engineer's written orders.
      j. Details not on the original Contract Drawings.
      k. Field records for variable and concealed conditions.
      l. Record information on the Work that is shown only schematically.
   3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
   4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
   5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
   1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   2. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS."
      d. Name of Engineer.
      e. Name of Contractor.

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders and Record Drawings where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 01781

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SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Demolition includes the complete wrecking of structures and the removal and disposal of piping, valves, fittings, mechanical and electrical equipment and appurtenances, concrete, steel, and all other miscellaneous debris and demolished materials, as shown on the drawings, specified herein, and required for a complete project.

1.2 JOB CONDITIONS

A. Condition of Structures:

1. The OWNER assumes no responsibility for the actual condition of structures and items to be demolished. The CONTRACTOR shall field verify the conditions to be encountered in the work to be performed.

B. Salvage:

1. OWNER has first right of refusal for all items of salvageable value. Items to be salvaged by the OWNER may include, but are not limited to, piping, valves, fittings, flow meter, and electrical components. The OWNER will identify items to be salvaged before the CONTRACTOR begins demolition. The CONTRACTOR shall coordinate with the OWNER and remove items, which are identified by the OWNER to be salvaged, as the work progresses. Salvaged items shall be transported to a location on site as directed by the ENGINEER. All items not salvaged and delivered to OWNER shall be removed off site as specified hereinafter.

C. Explosives:

1. The use of explosives will not be permitted.

D. Traffic:

1. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
2. Construct any temporary facilities necessary to maintain vehicular and pedestrian traffic at all times.

E. Protections:

1. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury or damage to adjacent buildings, structures, utilities, other facilities, and persons.

F. Damages:

1. Promptly repair damage to all structures, facilities, equipment, piping, and miscellaneous items, which is due to demolition operations, at no cost to the OWNER.

PART 2 - PRODUCTS

2.1 GENERAL

A. The CONTRACTOR shall provide all materials and equipment in suitable and adequate quantity as required to accomplish the work shown, as specified, and as required to complete the project.

PART 3 - EXECUTION

3.1 DEMOLITION

A. Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

B. Pollution Controls:

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.

2. Comply with governing regulations pertaining to environmental protection.

3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the
Engineer. Return adjacent areas to condition existing prior to the start of the work.

4. Coordinate demolition work with OWNER so that existing plant operations are not impacted.

3.2 UTILITIES

A. The CONTRACTOR shall be responsible for rerouting, unhooking, capping or bulkheading, and removing and abandoning all utilities as shown on the Drawings, specified herein or as necessary to complete the work. Coordinate the disconnection of electrical service with the proper authorities. Maintain in service and protect from damage all existing utilities to remain. All piping to be abandoned in-place shall be removed to a minimum dimension of two feet below the existing ground surface. Abandoned piping shall have a mechanical plug or cap permanently installed and encased with 6 inches of concrete all around the pipe and for distance of 12 inches back from the plug or cap. Water and gas lines shall be permanently capped as approved by the OWNER or appropriate utility.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

A. General:

1. Remove from the site and properly dispose of all debris, rubbish, and other materials resulting from demolition operations in accordance with all applicable federal, state, and local laws, codes, and ordinances.

2. Burning of materials removed from demolished structures will not be permitted on the site.

B. Removal:

1. Transport materials removed from demolished structures and dispose of off the site.

END OF SECTION 02050

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SECTION 02100

SITE PREPARATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This Section covers clearing, grubbing and stripping along the construction sites, complete as specified herein.

B. The CONTRACTOR shall clear and grub all of the area within the limits of construction or as required. The area to be cleared shall be reviewed by the ENGINEER prior to the beginning of any clearing.

C. All trees noted to be retained shall be protected from damage during construction.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Division 02 Section "Earthwork" for excavation, backfilling, filling, compaction and structure and road base preparation.

C. Division 02 Section "Sedimentation and Erosion Control" for temporary erosion and sedimentation control measures.

D. Division 02 Section “Trench Excavation, Backfill, and Compaction” for excavating and backfilling buried mechanical utilities and buried utility structures.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLEARING

A. The surface of the ground, for the area to be cleared and grubbed, shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on, or protruding through, the surface of the ground. However, those trees which are designated by the ENGINEER shall be preserved as

hereinafter specified. Clearing operations shall be conducted so as to prevent damage to existing structures and installations, and to those under construction, and so as to provide for the safety of employees and others. Clearing for structures shall consist of topsoil and vegetation removal.

3.2 GRUBBING

A. Grubbing shall consist of the complete removal of all stumps, roots larger than 1-1/2 inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris not suitable for foundation purposes, resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for, or by the removal of, such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

3.3 STRIPPING

A. In areas so designated, topsoil shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. Any topsoil remaining after all work is in place shall be disposed of by the CONTRACTOR.

3.4 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

A. Dispose of all material and debris from the clearing, grubbing, and stripping operation off site in accordance with all federal, state, county, and city laws, codes and ordinances. Burying of debris on site will not be allowed. The cost of disposal (including hauling) of the cleared, grubbed, and stripped material and debris shall be considered a subsidiary obligation of the CONTRACTOR, the cost of which shall be included in the Contract prices.

3.5 PRESERVATION OF TREES

A. Those trees which are designated by the ENGINEER for preservation shall be carefully protected from damage. Erect such barricades, guards, and enclosures as may be considered necessary by him for the protection of the trees during all construction operations.

3.6 EXCAVATED MATERIALS UNSUITABLE FOR CONVENTIONAL DISPOSAL

A. It will be the CONTRACTOR'S responsibility to properly dispose of materials unsuitable for conventional disposal.

END OF SECTION 02100

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SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
   2. Subbase course for concrete pavements.
   3. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Division 02 Section “Site Preparation” for site clearing, grubbing, stripping and stockpiling topsoil, protecting trees to remain, and removal of above- and below-grade improvements and utilities.

C. Division 02 Section "Sedimentation and Erosion Control" for temporary erosion and sedimentation control measures.

D. Division 02 Section “Trench Excavation, Backfill, and Compaction” for excavating and backfilling buried mechanical utilities and buried utility structures.

1.3 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

E. Ditch/Swale Grading: Consists of the excavation and satisfactory disposal of all materials from the limits of ditch/swale as shown on the plans.

F. Excavation: Removal of material encountered above subgrade elevations of all types of materials encountered in areas as designated on the construction plans or specified in the technical specifications; and the placement of the excavation material, wherever practicable, in embankments.
   1. Additional Excavation: Excavation below subgrade elevations as directed by ENGINEER. Except in areas identified in the drawings for over excavation or in areas required for subgrade compaction by other sections of the specifications, additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
   2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
   3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by ENGINEER. Unauthorized excavation, as well as remedial work directed by ENGINEER, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

J. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Test Reports: In addition to test reports required under field quality control, submit the following:
   1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
   2. One optimum moisture-maximum Modified Proctor Density Curve for each soil material.
   3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY ASSURANCE

A. Testing and Inspection Service: City shall employ at its expense, and coordinated by the Contractor, a qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida, to classify, perform soil tests, and provide inspection services for quality control during earthwork operations. All proposed fill soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, Contractor shall pay for re-testing of same.

B. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to the Engineers' satisfaction, based on evaluation of laboratory-submitted criteria, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the work.

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt existing utilities unless permitted in writing by ENGINEER and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Owner or Engineer not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Owner’s and Engineer’s written permission.
   3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner, and utility companies in keeping respective services and facilities in operation. Contractor shall bear all costs of repairing damaged utilities to the satisfaction of utility owner.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 1.5 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Backfill and Fill: Satisfactory soil materials.

E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

G. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 02 Section "Site Preparation."

C. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

D. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

E. Tree Protection is specified in the Division 02 Section “Site Preparation”.

3.2 EXPLOSIVES

A. Explosives: The use of explosives is not permitted.

3.3 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove by pumping or other means any water which accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove by well point system or by other means water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system. The Contractor shall include the cost of this pumping equipment and work in the lump sum price bid for the work.

D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials. Waste unsatisfactory material as specified.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
      a. 24 inches outside of concrete forms other than at footings.
      b. 12 inches outside of concrete forms at footings.
      c. 6 inches outside of minimum required dimensions of concrete cast against grade.
      d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
      e. 6 inches beneath bottom of concrete slabs on grade.
      f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

B. Cut: Where required, the site shall be excavated to the grades shown. Excavated material that is suitable shall be used in the fill sections of the site.

C. Fill: In order to ensure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three

inches. Each layer of fill material shall be compacted until the required density is achieved.

3.5 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. All excavation work shall conform to OSHA Publication "Excavations 2226," 1990 revision, and OSHA Excavation; Final Rule 29, CFR, Part 1926, October 31, 1989, or other applicable excavation safety standards. The Contractor will provide written assurance of compliance with the law and with the laws of Florida Chapter 90-96. The Contractor's method of providing protective support to prevent cave-ins shall be submitted with the bid and conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Refer to Section 02221.

3.8 APPROVAL OF SUBGRADE

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation by placing compacted backfill of satisfactory material as indicated for fill material placement in the location of excavation.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials to be used as fill. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover short-term storage piles to prevent windblown dust. For stockpiles with portions to remain longer than four weeks, provide a temporary vegetative cover by hydroseeding within two weeks of final soil placement of any areas remaining static. Cover remaining areas.

B. Stockpile soil materials away from edge of excavations.

C. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Surveying locations of underground utilities for record documents.
   3. Removing concrete formwork.
   4. Removing trash and debris.
   5. Removing temporary shoring and bracing, and sheeting.
   6. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content and density of the fill are as previously specified.

3.12 UTILITY TRENCH BACKFILL

A. Backfill trenches to indicated grades, and elevations. Refer to Section 02221.

3.13 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Place and compact fill material in layers to required elevations as follows:
   1. Under grass and planted areas, use satisfactory soil material.
   2. Under walks and pavements, use satisfactory soil material.
   3. Under steps and ramps, use engineered fill.
   4. Under building slabs, use engineered fill.
   5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

A. Structure footprints including all building pads, tankage, parking areas and roadway areas are to be proof rolled and compacted with traffic sized non-vibratory equipment.

B. Water should be added at the start of compaction efforts if the soils are dry, and excess water should be allowed time to percolate through existing soils.

C. Compaction shall include a minimum of 8 passes in structure areas with each pass overlapping the previous pass by a minimum of 2’ with the rolling extended to the greater of 10’ beyond the structure area or the remaining fill height to subgrade.

D. Place backfill and fill materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

E. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

F. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D1557:
   1. Under structures, building slabs, roadways, and 6” thick walkways, scarify and recompact top 24 inches of existing subgrade and each layer of backfill or fill material at 95 percent.

2. Under tankage, scarify and recompact top 36 inches of existing subgrade and each layer of backfill or fill material at 98 percent.
3. Under 4" thick walkways, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.
4. Under lawn areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.
5. The top 12 inches of soil beneath structural slabs-on-grade and beneath footings should be compacted to a minimum of 98 percent Modified Proctor Density.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Lawn or Unpaved Areas: Plus or minus 1 inch.
   2. Walks: Plus or minus 1 inch.
   3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building/Tankage Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.17 FIELD QUALITY CONTROL

A. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

B. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by ENGINEER.

C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
   1. Tankage and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one (1) test for every 2000 sq. ft. or less of building slab, but in no case fewer than three tests.

2. Foundation Wall Backfill: At each compacted backfill layer, at least one (1) test for each 100 feet or less of wall length, but no fewer than two (2) tests.
3. Trench Backfill: For each 150 feet or less of trench length, but no fewer than two tests per length. A field density test shall be performed at the following locations in the trench backfill:
    a. Bottom lift
    b. Center of pipe
    c. 12" over pipe
    d. Every second (12") lift to subgrade elevation.

D. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

E. If, in the opinion of the Engineer, based on testing service reports and inspection, when subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

F. Perform additional spot testing as directed by the ENGINEER as incidental to the required testing. Spot testing shall not exceed in number ten percent of the otherwise required testing except that spot test which fail the specification shall not count towards this limit.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by ENGINEER; reshape and recompact at optimum moisture content to the required density.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

D. Perform excavation within drip-line of large trees to remain by hand, and protect the root system from damage or dryout in the manner prescribed in Division 02 specification sections.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Legally dispose of surplus soils and rock off of Owner's property.

B. Remove waste material, including trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02200

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SECTION 02221

TRENCH EXCAVATION, BACKFILL, AND COMPACTION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF WORK

A. Excavation, shoring, dewatering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA standards.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Division 02 Section "Earthwork" for excavation, backfilling, filling, compaction and structure and road base preparation.

C. Division 02 Section "Site Preparation" for site stripping, grubbing, stripping and stockpiling topsoil, protecting trees to remain, and removal of above- and below-grade improvements and utilities.

D. Division 02 Section "Sedimentation and Erosion Control" for temporary erosion and sedimentation control measures.

1.3 JOB CONDITIONS

A. Accept site in condition existing during Contract time frame.

B. Groundwater/surface water found during construction are conditions of the Contract and responsibility of CONTRACTOR.

PART 2 - PRODUCTS

2.1 PIPE BEDDING AND BACKFILL

A. Determination of source of materials for bedding and backfill shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Pipe bedding shall be angular material.

2.2 SAND BACKFILL

A. Where specified on plans, use sand or fine aggregate with source of material subject to approval of the ENGINEER.

2.3 CRADLING ROCK

A. Use crushed rock or stone with 70-l00% passing l" sieve and no more than 50% passing 3/4" sieve. Crushed oyster shells are acceptable.

2.4 CONTROLLED DENSITY FILL

A. Use high slump mixture of Portland cement, fly ash and fine aggregate in accordance with Section 121 of the latest edition of the FDOT Standard Specifications for Road and Bridge Construction for excavatable or non-excavatable fill, as required.

B. Provide mixture with minimum 28-day compressive strength of 70 psi (excavatable) or 125 psi (non-excavatable) with no measurable shrinkage or surface settlement.

2.5 SHEETING, SHORING AND BRACING

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

C. Designed by a licensed Professional Engineer for the project area for live and dead loads and groundwater conditions

PART 3 - EXECUTION

3.1 GENERAL

A. Dewatering

1. Prevent surface water from flowing into excavation.
2. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
3. No sanitary sewer shall be used for disposal of trench water.
4. Soil erosion and sediment control and stormwater pollution prevention plan devices shall be installed and maintained throughout dewatering operation.

B. Protection of Existing Utilities
1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing
1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or as otherwise indicated on drawings.
3. When moveable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade
1. Minor adjustments to grades may be made from plan grades to suit unforeseen construction conflicts or conditions with approval from ENGINEER.
2. No additional compensation will be made for such minor changes.

3.2 EXCAVATION AND TRENCHING

A. General
1. Method of excavation at CONTRACTOR's option.
2. The CONTRACTOR will use caution when excavating under tree roots and under and around structures and utilities. Excavate by hand when necessary.
3. Stockpile and replace topsoil equal to pre-existing depth for surface restoration in grassed or agricultural areas where specified or shown on plans.

B. Trench Characteristics
1. Depth: As indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated. Where depth is not indicated, place pipe at such depth to provided required minimum cover and slope from connection points and provide minimum clearances at all utility crossings.
2. Width

a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
b. Maximum trench width of 30-inch or pipe O.D. plus l8 inches where soil conditions permit.

3. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
4. Trench bottom shall be free of large stones and other foreign material.

3.3 ORGANIC OR UNSTABLE MATERIALS

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by the ENGINEER.

3.4 ROCK EXCAVATION

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by the ENGINEER.

C. Use of explosives not permitted without prior written authorization from the OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.5 BEDDING

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel of pipe to ensure continuous firm bedding for fill length of pipe. Bedding soils should be compacted to a minimum soil density of 95% of the Modified Proctor test (ASTM D1557).

C. Provide bedding, as described below, unless indicated otherwise on Plans or in Special Conditions.
1. Ductile Iron Pipe: ANSI/AWWA C600 Type 2 and above according to bury depth as noted in the Ductile Iron Pipe Design Manual 2.04 or latest revision.
2. Flexible Pipe Soil Class III Uni-bell “Handbook of PVC Pipe” Tables 10.9 and 10.10
3. See standard plan details.

3.6 TRENCH BACKFILL

A. Use excavated material backfill unless otherwise specified or directed.

B. Use suitable backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill
   1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
   2. Carry out in an orderly fashion after authorization to cover pipe has been given.
   3. Allow no more than 300 feet of trench to be open at one time.
   4. Do not backfill until concrete or mortar has sufficiently cured.
   5. Record location of connections and appurtenances before backfilling.
   6. Place by hand and hand tamp under, around and over pipe joints and fittings, to not less than l2 inches above top of pipe, in approximately 4-inch layers.
   7. Backfill simultaneously on both sides of pipe to prevent displacement.
   8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill
   1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
   2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
   3. Area under pavement and walks or within buildings shall be mechanically compacted to the top of the subgrade in 6-inch lifts to a minimum of 95 percent Modified Proctor Density.
   4. Area under tankage shall be mechanically compacted to the top of the subgrade in 6-inch lifts to a minimum of 98 percent Modified Proctor Density
   5. Areas not subject to vehicular traffic shall be backfilled and compacted in layers not more than l2 inches in depth to a minimum soil density of 92% of the Modified Proctor test (ASTM D1557).
   6. Compaction method at discretion of the CONTRACTOR with the following exceptions:
      a. If in the ENGINEER's opinion compaction method presents potential damage to pipe, it will not be allowed.
      b. Compaction of any backfill material by flooding or jetting will require prior written authorization of the ENGINEER.
   7. Mound excavated materials no greater than 6 inches in open areas only.
   8. Fill upper portion of trench with topsoil as specified hereinbefore.
   9. No trench shall be open overnight.

E. Controlled Density Fill
   1. Use where shown on plans.
   2. Provide suitable forms to limit volume of controlled density fill material.

3. Protect exposed utility lines during placement.
4. Place material in accordance with suppliers' written recommendations unless directed otherwise by the ENGINEER.

3.7 FORCE MAIN, RECLAIMED WATER FORCE MAIN, POTABLE WATER MAIN, AND GRAVITY SEWER MARKING TAPE

A. All polyvinyl chloride (PVC) and ductile iron (DI) pipelines 4-inches and greater shall have identification marking tape.

B. A polyethylene double-safe detectable marking tape shall be installed continuously in the backfill along the entire length of all gravity sewer, sewage force mains, potable water, reclaimed water or any other yard piping for identification and detection purposes.

C. All ductile iron pipelines marking tape shall be non-detectable type, but shall have all of the design features as specified herein. As directed by the OWNER, buried ductile iron pipe for unforeseen conflicts shall be encased in a colored tubular polywrap conforming to 100% polyethylene material in accordance with ASTM D1248-84 Type 1, Class C, grade E-1, tensile strength 1200 psi, elongation 300%.

D. The tape shall be as manufactured by Thor Enterprises or equal. The polyethylene tape shall meet the requirements of ASTM D 1248, Type I Class A, Grade E-1 for polyethylene plastics molding and extrusion materials. The tape shall have a minimum tensile strength of 1750 psi, a minimum elongation of 250 percent, not less than 50 gauge solid aluminum core and a nominal thickness of 5 mils. The tape shall be composed of 2 mil clear film reverse - printed laminated to aluminum, foil-laminated to 2 mil clear film and reverse-printed. Minimum total thickness 4 mils.

E. The tape for sewage force mains and gravity sewer pipes shall have a fade-resistant green color throughout conforming to the American Public Works Association and Utility Location Coordination Council Color coding. The continuous warning message shall be repeated every 16 to 36 inches in lettering no less than 2 inches high.

F. Marking Tape Message:
1. The message for PVC or DI sewage force mains shall be printed on one side in black letters (typical for all lettering) and shall read “CAUTION: BURIED SEWER FORCE MAIN BELOW”.
2. The message for PVC or DI gravity sanitary sewer pipe including service connections installed in areas of earthen cover only, shall be fade-resistant green color and shall read “CAUTION: BURIED GRAVITY SANITARY SEWER LINE BELOW”.
3. The message for PVC or DI potable water pipe including service connections shall be fade-resistant blue color and shall read “CAUTION: BURIED POTABLE WATER LINE BELOW”.

G. Minimum marking tape widths shall be as follows:

Pipe Inside Diameter, Inches	Minimum Tape Width, Inches	No. of Tape strips
4 through 12	4	1
14-20	4	2

H. The CONTRACTOR shall submit typical samples of the printed marking tape to the ENGINEER for approval prior to installation (minimum length to show repeat of message).

I. The marking tape shall be placed in the trench backfill directly above and centered over the pipeline. The marking tape shall be installed between 12 and 18 inches above the top of the pipe. The CONTRACTOR shall exercise care to prevent damage to the polyethylene tape when placing the remaining backfill.

J. Where the pipeline passes through in a manhole, vault or other underground structure, the polyethylene marking tape shall be placed on top of that portion of the pipeline, located inside the structure and shall be secured to the pipeline with adhesive tape.

K. Openings for air valves and similar appurtenances shall be provided by making an X-shaped cut in the polyethylene and temporarily folding back the film. After the polyethylene is installed over the appurtenance, the slack shall be taped securely to appurtenance and the cut in the polyethylene shall be repaired with adhesive tape.

3.8 EXCESS MATERIAL

A. Dispose of waste excess excavated material as directed by the ENGINEER.

3.9 TESTING

A. Payment of failed tests will be the responsibility of the CONTRACTOR.

B. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
   1. Trench Backfill: For each 150 feet or less of trench length, but no fewer than two tests per length. A field density test shall be performed at the following locations in the trench backfill:
      a. Bottom lift
      b. Center of pipe
      c. 12" over pipe

d. Every second (12") lift to subgrade elevation.

C. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

D. If, in the opinion of the Engineer, based on testing service reports and inspection, when subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

E. Perform additional spot testing as directed by the ENGINEER as incidental to the required testing. Spot testing shall not exceed in number ten percent of the otherwise required testing except that spot test which fail the specification shall not count towards this limit.

END OF SECTION 02221

SECTION 02241 – DEWATERING – ALTERNATE COFFERDAM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Related Requirements:

1. Section 01322 "Photographic Documentation" for recording preexisting conditions and dewatering system progress.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
3. Review geotechnical report.
4. Review proposed site clearing and excavations.
5. Review existing utilities and subsurface conditions.
6. Review observation and monitoring of dewatering system.

1.4 ACTION SUBMITTALS

A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
4. Include written plan for dewatering operations including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, land surveyor and professional engineer.

B. Field quality-control reports.

C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer that has specialized in design of dewatering systems and dewatering work.

1.7 FIELD CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
2. The geotechnical report is included elsewhere in Project Manual.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Provide temporary grading to facilitate dewatering and control of surface water.

D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 01500 "Temporary Facilities and Controls," and Section 02230 "Site Clearing," during dewatering operations.

3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below surface-water level.

C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATION

A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

B. Operate system to lower and control surface and ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.

C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others. MEET ALL REGULATORY PERMITTING CONDIITONS OVER OR ADJACENT TO OPEN WATER BODIES.

D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

3.4 FIELD QUALITY CONTROL

A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.

1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

B. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

D. Prepare reports of observations.

3.5 PROTECTION

A. Protect and maintain dewatering system during dewatering operations.

B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 02241

SECTION 02261 - EXCAVATION SUPPORT AND PROTECTION – ALTERNATE COFFERDAM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems for an ALTERNATE COFFERDAM utilized over open waters as part of Precast Concrete Construction.

B. Related Requirements:

1. Section 01322 "Photographic Documentation" for recording preexisting conditions and excavation support and protection system progress.
2. Section 02241 "Dewatering – Alternate Cofferdam" for dewatering excavations.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review geotechnical report.
2. Review existing utilities and subsurface conditions.
3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
4. Review proposed excavations.
5. Review proposed equipment.
6. Review monitoring of excavation support and protection system.
7. Review coordination with waterproofing.
8. Review abandonment or removal of excavation support and protection system.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.

B. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.

2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.
3. Indicate type and location of waterproofing.
4. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor and professional engineer.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.6 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Engineer and Owner no fewer than two days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without Engineers' and Owner's written permission.

B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.

1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection according to the performance requirements.
2. The geotechnical report is included elsewhere in Project Manual.

C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Provide, design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.

1. Contractor Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

2.2 MATERIALS

A. General: Provide materials that are either new or in serviceable condition.

B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.

C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.

1. Corners: Roll-formed corner shape with continuous interlock.

D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

3.2 SOLDIER PILES AND LAGGING – IF REQUIRED BY DELEGATED ENGINEER

A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.

B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.

C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.3 SHEET PILING – IF REQUIRED BY DELEGATED ENGINEER

A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.

B. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Limit vertical offset of adjacent sheet piling to 60 inches. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.

3.4 TIEBACKS – IF REQUIRED BY DELEGATED ENGINEER

A. Drill, install, grout, and tension tiebacks.

B. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.

1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.

C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.5 BRACING – IF REQUIRED BY DELEGATED ENGINEER

A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.

1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
2. Install internal bracing if required to prevent spreading or distortion of braced frames.
3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.6 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.7 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems IN IT'S ENTIRETY. Retain paragraph below if excavation support and protection system will be left in place.

END OF SECTION 02261

SECTION 02270

SEDIMENTATION AND EROSION CONTROL

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary to perform all installation, maintenance, removal, and area cleanup related to sedimentation control work as shown on the Drawings and as specified herein or as required to prevent the transport of silt or sediment outside the limits of construction. The work shall include, but not necessarily be limited to, installation of temporary access ways and staging areas, silt fences, temporary seeding, turbidity barriers, sediment removal and disposal, device maintenance, removal of temporary devices, temporary mulching, and final cleanup.

B. The CONTRACTOR shall prepare a Sedimentation and Erosion Control Plan. This plan shall be used as a minimum in developing the Pollution Prevention Plan for the NPDES permit application (notification) to be filed by the CONTRACTOR.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Division 02 Section "Site Preparation" for site stripping, grubbing, stripping and stockpiling topsoil, protecting trees to remain, and removal of above- and below-grade improvements and utilities.

C. Division 02 Section "Earthwork" for excavation, backfilling, filling, compaction and structure and road base preparation.

D. Division 02 Section “Trench Excavation, Backfill, and Compaction” for excavating and backfilling buried mechanical utilities and buried utility structures.

1.3 SUBMITTALS

A. Within 14 days after receipt of notice to proceed, the CONTRACTOR shall submit to the ENGINEER for approval, technical product literature for all commercial products to be used for sedimentation and erosion control.

1.4 QUALITY ASSURANCE

A. The CONTRACTOR shall be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off-site areas, via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment outside the limits of construction shall be installed, maintained, removed, and cleaned up at the expense of the CONTRACTOR. No additional charges to the OWNER will be considered.

B. Sedimentation and erosion control measures shall conform to the Best Management Practices outlined in the Drawings and in the Florida Development Manual.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Silt Fence
   1. Silt fence shall include all components as indicated in the drawings.
   2. All lumber used in the silt fencing shall be pressure/preservative treated.
   3. Unless indicated otherwise, prefabricated silt fences with hay bales are permitted as long as they meet or exceed FDOT specifications.

B. Turbidity barriers meeting FDOT Type I and Type II requirements shall be provided where required by Part 3. Turbidity barrier may be floating or staked, based on the conditions at the location for installation. Turbidity barrier shall be capable of functioning properly for flow conditions up to a 5 year/24 hour storm event. Turbidity barriers shall be constructed of PVC or polypropylene material, all portions which will be exposed to direct sunlight shall be ultraviolet resistant. All metal components shall be corrosion resistant. Woven materials may be acceptable for installations where high flow conditions may exist during storm events. Turbidity barriers shall be "Mark I", "Mark II", or "PC-2" as manufactured by American Boom & Barrier Corporation, Cape Canaveral, FL or equal.

C. Straw mulch shall be utilized on all newly graded areas to protect areas against washouts and erosion. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, rye, or hay that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.

D. Latex acrylic copolymer, such as Soil Sealant with coalescing agent as manufactured by Soil Stabilization Co., Merced, CA or approved equivalent shall be used as straw mulch tackifier.

E. An asphalt tackifier may be used in place of a latex acrylic copolymer with prior written approval from the ENGINEER.

F. Baled Hay or Straw: This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details in the FDOT Roadway and Traffic Design Standards. All baled hay or straw utilized shall comply with the provisions of FDOT Specification Section 9811-3.1 for dry mulch.

PART 3 - EXECUTION

3.1 LOCATION OF SEDIMENT/EROSION CONTROL AND TURBIDITY BARRIERS

A. At a minimum, sediment/erosion control devices shall be installed at all locations shown on the plans and specified herein.

B. Sediment/erosion control devices shall be installed at 500 feet intervals along all swales and ditches constructed and around all installed drainage structures prior to placement of sod.

C. Sediment/erosion control shall be installed along all limits of construction.

D. Sediment control or turbidity barriers shall be installed along the upstream side of all littoral zones within stormwater ponds. Sediment control or turbidity barriers shall be installed along the open water side of all littoral zones in borrow areas in which excavation is being conducted.

E. Turbidity barriers shall be installed in all waters of the U.S. and the stormwater drainage ditch. Clearing of vegetation 20 feet upstream and downstream of the turbidity barriers is required.

F. CONTRACTOR shall provide additional sediment/erosion control and turbidity barriers as needed to control the transport of silt and sediments outside of the limits of construction.

G. Sediment/erosion control shall be installed around the base of all soil stockpile areas. All non-working faces of soil stockpiles, which will be in place longer than one month shall be seeded in accordance with the temporary seed requirements in Division 02 Section “Grass Seeding and Sod.”

H. Sediment/erosion control devices shall be installed along the perimeter of all staging areas.

I. Sediment/erosion control for all construction activities which take place within an existing Jurisdictional Wetland (SJRWMD and FDEP), which will only be partially

impacted by construction shall have double sediment/erosion control barriers. The separation between the double barriers shall be at least 5 feet, but no greater than 10 feet.

J. All disturbed areas, greater than one (1) acre, in which construction activities have stopped and are not anticipated to resume for a period of three months or longer shall be temporarily seeded, within five days of stoppage of construction, in accordance with the temporary seeding requirements in Division 02 Section "Grass Seeding and Sod."

K. All disturbed areas, greater than one (1) acre, in which construction activities have been stopped and are not anticipated to resume for a period of 21 days, but not longer than three months shall be temporarily mulched, within five days of stoppage of construction in accordance with Paragraph 3.4.

3.2 INSTALLATION

A. Silt Fence Installation
   1. Silt fences shall be positioned facing the drainage flow and as necessary to prevent movement of sediment produced by construction activities outside of the limits of construction or as approved.
   2. All silt fence is to be installed prior to commencement of any construction activities uphill of silt fence location.
   3. Dig trench approximately 6-in wide and 8-in deep along proposed fence lines.
   4. Drive metal-stakes, 8 feet on center (maximum) at back edge of trenches. Stakes shall be driven 2 feet (minimum) into ground.
   5. Hang 4 by 4 woven wire mesh on posts, setting bottom of wire in bottom of trench. Secure wire to posts with self-fastening tabs.
   6. Hang filter fabric on wire carrying to bottom of trench with about 4-in of fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and secure with tie wires 12-in O.C. both ways.
   7. Backfill trench with excavated material and tamp.
   8. Install FDOT approved, pre-fabricated, silt fence according to MANUFACTURER's instructions.

B. Hay bale Barrier
   1. Bales shall be either wire-bound or string-tied with the bindings oriented around the sides rather than over and under the bales.
   2. Bales shall be placed lengthwise in parallel rows with the ends of adjacent bales tightly abutting one another and rows staggered.
   3. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After bales are staked and chinked, the excavated soil shall be backfilled against the barrier. Backfilled material shall conform to the ground level on the downhill side and shall be built up to 2 inches against the uphill side.

4. Each bale shall be securely anchored by at least two stakes or rebars driven through the bale. The first stake shall be driven toward the previously laid bale to force the bales together. Stakes shall be driven deep enough into the ground to securely anchor the bales. The gaps between each bale shall be chinked (filled by wedging) with straw to prevent water from escaping between the bales
5. Where placed in concert with the required silt fencing, a second row of silt fencing paralleling the first at five foot spacing may be substituted for the rows of hay bales provided performance is not compromised.

C. Turbidity Barriers
1. Turbidity barriers should extend the entire depth of the water.
2. Turbidity barriers should not be placed perpendicular to flow. Barriers should be installed at an angle to the flow. Angle should be determined on the amount of flow in the waterway and the MANUFACTURER's recommendation.
3. Turbidity barrier should be 10 to 20 percent longer than the straight line measurement.
4. Joints between panels should be kept to a minimum.
5. Barrier should extend to the top of bank. All ends should be secured firmly to the shoreline.
6. Where significant flow is anticipated, a heavy woven pervious filter fabric may be substituted.

D. Erosion Control and Excelsior Matting
1. Erosion control and excelsior matting blankets shall be installed as shown on the drawings and as approved in accordance with MANUFACTURER's instructions. The area to be covered shall be properly prepared before the blanket is applied. When the blanket is unrolled, the netting shall be on top and the fibers in contact with the soil over the entire area. The blankets shall be applied in the direction of water flow, and stapled. Blankets shall be placed a minimum of three rows (of 4-ft) wide (total approx. 12-fit width) and stapled together in accordance with MANUFACTURER's instructions. Side overlaps shall be 6-in minimum. The staples shall be made of wire, .091-in in diameter or greater, "U" shaped with legs 10-in in length and a 1-1/2 -in crown. The staples shall be driven vertically into the ground, spaced approximately 2 linear feet apart, on each side, and one row in the center alternately spaced between each side. Upper and lower ends of the matting shall be buried to a depth of 4-in in a trench. The bottom of the fold shall be 4-in below the ground surface. Staple on both sides of fold. Where the matting must be cut or more than one roll length is required, turn down upper end of downstream roll into a trench to a depth of 4-in. Overlap lower end of upstream roll 4-in past edge of downstream roll and staple.
2. To ensure full contact with soil surface, roll matting with a roller weighing 100 pounds per foot of width perpendicular to flow direction after placing matting, stapling and seeding. Thoroughly inspect installation after completion. Correct any areas where matting does not present a smooth surface in full contact with the soil below.

3.3 MAINTENANCE AND INSPECTIONS

A. Inspections
   1. CONTRACTOR shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment to areas outside the limits of construction, CONTRACTOR shall promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly.
   2. CONTRACTOR shall keep a log of all inspections indicating the following:
      a. Date and time of inspection
      b. Inspector
      c. Amount of rainfall since last inspection
      d. Erosion and sediment control devices inspected
      e. Condition of sediment and erosion control devices
      f. Repairs needed
      g. Date repair is completed

B. Device Maintenance
   1. Silt Fences
      a. Remove accumulated sediment once it builds up to one-half of the height of the fabric.
      b. Replace damaged fabric, or patch with a 2-ft minimum overlap.
      c. Make other repairs as necessary to ensure that the fence is filtering all runoff directed to the fence.
   2. Hay bale Barriers
      a. Remove accumulated sediment once it builds up to one-half of the height of the hay bales.
      b. Replace damaged hay bales.
      c. Make other repairs as necessary to ensure that the hay bales are filtering all runoff directed to the barrier.
   3. Turbidity Barriers
      a. Turbidity barriers shall be inspected on a daily basis.
      b. Replace damaged fabric, or patch with a 2 foot minimum overlap.
      c. Make other repairs as necessary to ensure barriers are effectively maintaining turbidity levels outside of the barrier.

3.4 TEMPORARY MULCHING

A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 21 days of the completion of rough grading. If construction activities are not planned to resume for three months or longer, the temporary seeding requirements shall be followed.

B. Straw mulch shall be applied at rate of 2,000 lbs/acre and tackified with latex acrylic copolymer at a rate of 1 gal/1000 ft^2 diluted in a ratio of 30 parts water to 1-part latex acrylic copolymer mix.

C. After temporary mulching, traffic should be kept to a minimum, except for designated temporary access roads.

3.5 REMOVAL AND FINAL CLEANUP

A. Once the site has been fully stabilized against erosion, remove sediment control devices and all accumulated silt. Dispose of silt and waste materials in proper manner. Regrade all areas disturbed during this process and stabilize against erosion with surfacing materials as indicated on the Drawings or specified herein.

END OF SECTION 02270

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SECTION 02457 - PRESTRESSED CONCRETE PILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes solid, precast prestressed concrete piles.

1.3 UNIT PRICES

A. The Contract Sum: Base the Contract Sum on number and dimensions of piles indicated from tip to cutoff, **plus not less than 10 feet of additional overlength** for cutting piles after total depth verification using Dynamic Pile Testing Methods, for all piles.

B. Work of this Section is affected as follows:

1. Additional payment for pile lengths in excess of that indicated, and credit for pile lengths less than that indicated, will be calculated at unit prices stated in the Contract, based on net addition or deduction to total pile length as determined by Architect measured to nearest 12 inches.

    a. Additional payment for splices required to extend pile lengths in excess of that indicated will be calculated at unit prices stated in the Contract.

2. Additional payment for number of piles in excess of that indicated, and credit for number of piles less than that indicated, will be calculated at unit prices stated in the Contract.
3. Unit prices include labor, materials, tools, equipment, and incidentals for furnishing, driving, cutting off, capping, and disposing of cutoffs.
4. Test piles that become part of permanent foundation system will be considered as an integral part of the Work.
5. No payment will be made for rejected piles, including piles driven out of tolerance, defective piles, or piles damaged during handling or driving.

1.4 PERFORMANCE REQUIREMENTS

A. Structural Performance: Piles shall withstand transportation, erection, and driving stresses and design loads within limits indicated and under conditions existing at Project site.

1. Design Loads: As indicated on the Drawings.

B. Delegated Design: Design piles, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For concrete piles. Prepared by or under the supervision of a qualified professional engineer detailing fabrication and lifting devices necessary for handling and driving piles.

1. Indicate pile dimensions, cross sections, locations, and sizes. Show details of pile splices and shoes.
2. Indicate types of reinforcement, including prestressing strand, and detail fabricating, bending, and placing.
3. Indicate layout and dimensions, and identify each pile. Indicate welded connections by AWS standard symbols. Detail cast-in hardware.
4. Indicate transportation, storage, and lifting points.
5. Include arrangement of static pile reaction frame, test and anchor piles, equipment, and instrumentation. Submit structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Delegated-Design Submittal: For concrete piles indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer, manufacturer, professional engineer and testing agency.

B. Welding certificates.

C. Design Mixes: For each concrete mix.

D. Material Certificates: For steel reinforcements, prestressing strand and concrete admixtures, from manufacturer.

E. Material Test Reports: For concrete materials.

F. Pile-Driving Equipment Data: Include type, make, and rated energy range; weight of striking part of hammer; weight of drive cap; and, type, size, and properties of hammer cushion.

G. Static Pile Test Reports: None Required. All piles will utilize dynamic pile testing to establish final driven depth.

H. Pile-Driving Records: Submit within three days of driving each pile.

I. Field quality-control reports.

J. Preconstruction Photographs: Photographs or video of existing conditions of adjacent construction. Submit before the Work begins.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer complying with the following:

1. Engineering Responsibility: Assumes engineering responsibility to comply with requirements in "Performance Requirements" Article by engaging a qualified professional engineer to prepare design calculations, Shop Drawings, and other structural data for piles.
2. PCI Plant Certification Program: Participates in PCI's Plant Certification Program and is designated a PCI-Certified Plant for the applicable product group and category, or better.

B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

1. Installer's responsibility includes engaging a qualified professional engineer to prepare pile-driving records.

C. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

D. Design Practices: Comply with ACI 318 and the recommendations in PCI Committee Report: "Recommended Practice for Design, Manufacture and Installation of Prestressed Concrete Piling."

E. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for piles, comply with applicable requirements in PCI MNL-116, "Manual for Quality Control for Plants and Production of Structural Precast Concrete Products."

F. Comply with requirements in ACI 301, "Specifications for Structural Concrete."

G. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel"
2. AWS D1.4/D1.4M, "Structural Welding Code - Reinforcing Steel."

H. Preinstallation Conference: Conduct conference at Project site.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver piles to Project site in such quantities and at such times to ensure continuity of installation. Handle and store piles at Project site to prevent cracking, distorting, warping, or other physical damage, and so markings are visible.

B. Lift and support piles only at designated lifting or supporting points as shown on Shop Drawings.

1.9 PROJECT CONDITIONS

A. Protect structures, underground utilities, and other construction from damage caused by pile driving.

B. Site Information: A geotechnical report has been prepared for this Project and is included elsewhere in the Project Manual for information only.

C. Preconstruction Photographs: Inventory and record the condition of adjacent structures, underground utilities, and other construction. Provide photographs or video of conditions that might be misconstrued as damage caused by pile driving. Comply with Division 1 Section 01322 "Photographic Documentation."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, submit qualifications of the Precast Pile Products as part of or prior to shop drawing submittals. provide products by one of the following:

2.2 MOLD MATERIALS

A. Molds: Provide molds of metal, plastic, wood, or another material that is nonreactive with concrete and will produce required finish surfaces.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M.

C. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M, as follows:

1. Steel Reinforcement: ASTM A 615/A 615M, Grade 60 or ASTM A 706/A 706M, deformed.

D. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain.

2.4 PRESTRESSING TENDONS

A. Prestressing Strand: ASTM A 416/A 416M, Grade 250 or 270; uncoated, seven-wire, low-relaxation strand.

2.5 CONCRETE MATERIALS

A. General: Limit water-soluble chloride ions in concrete to the maximum percentage by mass of cementitious material permitted by ACI 318, but not more than 0.06 percent.

B. Portland Cement: ASTM C 150, Type II, of same type, brand, and source.

1. Fly Ash: ASTM C 618, Class C or F.
2. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates: Except as modified by PCI MNL-116, ASTM C 33, with coarse aggregates complying with Class 4S. Provide aggregates from single source.

1. Nominal Maximum Size of Aggregate: 3/4 inch.

D. Water: Potable, free of deleterious material that may affect color stability, setting, or strength of concrete, and complying with chemical limits of PCI MNL-116.

E. Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures.

1. Air-Entraining Admixture: ASTM C 260.
2. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
3. Retarding Admixture: ASTM C 494/C 494M, Type B.
4. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
5. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
6. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
7. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
8. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 PILE ACCESSORIES

A. Pile Shoes: 1-inch-thick, minimum, carbon-steel plate fabricated to match shape of pile tip.

2.7 CONCRETE MIXES

A. Prepare design mixes for each type of concrete required.

1. Limit use of fly ash and silica fume to not exceed, in total, 25 percent of portland cement by weight.

B. Design mixes may be prepared by a qualified independent testing agency or by qualified personnel at precast manufacturing plant at precast manufacturer's option.

C. Proportion mixes by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 7000 psi.

2. Maximum Water-Cementitious Material Ratio: 0.40.

D. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content of 2.5 to 4.5 percent.

2.8 FABRICATION

A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete placement, temperature changes, and for pretensioning and detensioning operations. Maintain molds to provide completed piles of shapes, lines, and dimensions indicated, within fabrication tolerances specified in PCI MNL-116 and PCI MNL-135.

1. Unless molds are stripped before detensioning, design molds so stresses are not induced in piles due to deformation of concrete under prestress or movement during detensioning.
2. Chamfer edges and corners of square piles.

B. Reinforcement: Comply with recommendations in CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy bond with concrete.

1. Accurately position, support, and secure reinforcement against displacement by molds, construction, or concrete placement. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, and hangers, as required.
2. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

C. Prestress tendons for piles by either pretensioning or post-tensioning methods. Comply with PCI MNL-116.

D. Pile Shoes: Accurately position and secure pile shoes at pile tips so as to not affect pile alignment during driving. Weld pile shoes to longitudinal reinforcements.

E. Mix concrete according to PCI MNL-116 and requirements in this Section. After initial concrete batching, no additional water may be added.

F. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in piles. Comply with requirements in PCI MNL-116 for measuring, mixing, transporting, and placing concrete.

1. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items. Use equipment and procedures complying with PCI MNL-116.
2. Comply with ACI 306.1 procedures for cold-weather concrete placement.
3. Comply with ACI 305R recommendations for hot-weather concrete placement.

G. Identify pickup points of piles with permanent markings corresponding with markings indicated on Shop Drawings. Imprint casting date on each pile.

H. Cure concrete according to requirements in PCI MNL-116 by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture.

I. Delay detensioning piles until concrete has attained at least 70 percent of its compressive strength as established by test cylinders cured under the same conditions as concrete.

1. If concrete has been heat cured, detension while concrete is still warm and moist to avoid dimensional changes that may cause cracking or undesirable stresses.
2. Detension pretensioned tendons either by gradually releasing tensioning jacks or by heat-cutting tendons, using a sequence and pattern to prevent shock or unbalanced loading.

J. Where ends of strands will not be enclosed or covered, cut flush and cover with a high-strength mortar bonded to unit with an epoxy-resin bonding agent.

K. Fabricate precast prestressed concrete piles straight and true to size and shape with exposed edges and corners precise and true so each finished unit complies with PCI MNL-116 and PCI MNL-135 product tolerances.

L. Finish: Fabricate concrete piles with normal plant-run finish produced in forms that impart a smooth finish to concrete. Small surface holes caused by air bubbles, normal color variations, form joint marks, and minor chips and spalls will be tolerated. Major or unsightly imperfections, honeycombs, or structural defects are not permitted.

M. Finish unformed surfaces by trowel unless otherwise indicated. Consolidate concrete, bring to proper level with straightedge, float, and trowel to a smooth, uniform finish.

N. Pile-Length Markings: Mark each pile with horizontal lines at 12-inch intervals; label the distance from pile tip at 60-inch intervals. Maintain markings on piles until driven.

2.9 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to evaluate pile manufacturer's quality-control and testing methods.

1. Allow Owner's testing agency access to material storage areas, concrete production equipment, concrete placement, and curing facilities. Cooperate with Owner's testing agency and provide samples of materials and concrete mixes as may be requested for additional testing and evaluation.

B. Testing: Test and inspect piles according to PCI MNL-116.

C. Strength of piles will be considered deficient if units fail to comply with requirements.

D. Testing: If there is evidence that strength of piles may be deficient or may not comply with PCI MNL-116 requirements, Owner will employ an independent testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength according to ASTM C 42/C 42M.

1. A minimum of three representative cores shall be taken from piles of suspect strength, from locations directed by Architect.

2. Cores shall be tested, following immersion in water, in a wet condition per ACI 301 if piles will be wet under service conditions.
3. Cores shall be tested in an air-dry condition per ACI 301 if piles will be dry under service conditions.
4. Strength of concrete for each series of three cores shall be considered satisfactory if average compressive strength is at least 85 percent of the 28-day design compressive strength and no core compressive strength is less than 75 percent of the 28-day design compressive strength.
5. Test results shall be reported in writing on same day that tests are performed, with copies to Architect, Contractor, and pile manufacturer. Test reports shall include the following:

    a. Project identification name and number.
    b. Date when tests were performed.
    c. Name of precast concrete manufacturer.
    d. Name of concrete testing agency.
    e. Identification letter, name, and type of pile represented by core tests; design compressive strength; type of break; compressive strength at break, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.

E. Patching: If core test results are satisfactory and piles comply with requirements, solidly fill core holes with patching mortar and finish to match adjacent pile surfaces.

F. Piles will be considered defective if they do not pass tests and inspections.

PART 3 - EXECUTION

3.1 DRIVING EQUIPMENT

A. Pile Hammer: Air-, steam-, hydraulic-, or diesel-powered type capable of consistently delivering adequate peak-force duration and magnitude to develop the ultimate capacity required for type and size of pile driven and character of subsurface material anticipated.

1. Use pile hammer capable of adjustment to deliver reduced impact to maintain tensile stress within 70 percent of yield strength of pile reinforcement.

B. Hammer Cushions and Driving Caps: Between hammer and top of pile, provide hammer cushion and steel driving cap as recommended by hammer manufacturer and as required to drive pile without damage.

C. Leads: Use fixed, semifixed, or hanging-type pile-driver leads that will hold full length of pile firmly in position and in axial alignment with hammer.

3.2 STATIC PILE TESTS

A. General: Static pile tests will not be required due to the number of piles to be installed. Dynamic Pile Testing will be used to verify driving criteria and pile lengths and to confirm

allowable load of all piles. Additional pile length is to be provided to allow up to an additional 10’ of driving for each pile produced.

B. Equip each driven pile with two telltale rods, according to ASTM D 1143, for measuring deformation during driving.

3.3 DRIVING PILES

A. General: Continuously drive piles to elevations or penetration resistance indicated or verified by dynamic pile testing. Establish and maintain axial alignment of leads and piles before and during driving.

B. Predrilling: Provide only if allowed by the Geotechnical Report recommendations.

C. Heaved Piles: Redrive heaved piles to tip elevation at least as deep as original tip elevation with a driving resistance at least as great as original driving resistance.

D. Pile Splices: No pile splices are anticipated. Damaged piles which would normally require a splice shall be withdrawn and field directions for redriving will be furnished.

E. Driving Tolerances: Drive piles without exceeding the following tolerances, measured at pile heads:

1. Location: 4 inches from location indicated after initial driving, and 6 inches after pile driving is completed.
2. Plumb: Maintain 1 inch in 4 feet from vertical, or a maximum of 4 inches, measured when pile is aboveground in leads.
3. Batter Angle: Maximum 1 inch in 4 feet from required angle, measured when pile is aboveground in leads.

F. Withdraw damaged or defective piles and piles that exceed driving tolerances and install new piles within driving tolerances.

1. Fill holes left by withdrawn piles using cohesionless soil material such as gravel, broken stone, and gravel-sand mixtures. Place and compact in lifts not exceeding 72 inches.
2. Fill holes left by withdrawn piles as directed by Engineer.

G. Abandon and cut off rejected piles as directed by Engineer. Leave rejected piles in place and install new piles in locations as directed by Engineer.

H. Cutting Off: Cut off tops of driven piles square with pile axis and at elevations indicated.

I. Buildups: Construct buildups to elevations indicated of cast-in-place reinforced concrete with compressive strength not less than 6000 psi at 28 days.

J. Pile-Driving Records: Maintain accurate driving records for each pile, compiled and attested to by a qualified professional engineer. Include the following data:

1. Project name and number.
2. Name of Contractor.
3. Type of pile and date of casting.

4. Pile location in pile group and designation of pile group.
5. Sequence of driving in pile group.
6. Pile dimensions.
7. Ground elevation.
8. Elevation of tips after driving.
9. Final tip and cutoff elevations of piles after driving pile group.
10. Records of redriving.
11. Elevation of splices.
12. Type, make, model, and rated energy of hammer.
13. Weight and stroke of hammer.
14. Type of pile-driving cap used.
15. Cushion material and thickness.
16. Actual stroke and blow rate of hammer.
17. Pile-driving start and finish times, and total driving time.
18. Time, pile-tip elevation, and reason for interruptions.
19. Number of blows for every 12 inches of penetration, and number of blows per 1 inch for the last 6 inches of driving.
20. Pile deviations from location and plumb.
21. Preboring, jetting, or special procedures used.
22. Unusual occurrences during pile driving.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Pile foundations.

B. Testing Agency: Owner will engage a qualified independent testing agency to perform tests and inspections.

C. Tests and Inspections:

1. Dynamic Pile Testing: High-strain dynamic monitoring shall be performed and reported according to ASTM D 4945 during initial driving and during restriking on all piles.

3.5 DISPOSAL

A. Remove withdrawn piles and cutoff sections of piles from site and legally dispose of them off Owner's property.

END OF SECTION 02457

SECTION 02764 - PAVEMENT JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cold-applied, fuel-resistant joint sealants.
2. Joint-sealant backer materials.
3. Primers.

B. Related Requirements:

1. Section 07920 "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Insert location.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Paving-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and testing agency.

B. Product Certificates: For each type of joint sealant and accessory.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Product Testing: Test joint sealants using a qualified testing agency.

1.7 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED, FUEL-RESISTANT JOINT SEALANTS

A. Fuel-Resistant, Single-Component, Pourable, Modified-Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonomeric 1.

B. Fuel-Resistant, Multicomponent, Pourable, Modified-Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade P, Class 12-1/2 or 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Meadows, W.R.,Inc; Sealtight Gardox.

b. Pecora Corporation; Urexpan NR-300.

2.3 JOINT-SEALANT BACKER MATERIALS

A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.

B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

2.4 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.

C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backings.
2. Do not stretch, twist, puncture, or tear joint-sealant backings.
3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:

1. Place joint sealants so they fully contact joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.5 PAVING-JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Fuel-resistant joints within concrete paving.

1. Joint Location:

a. Expansion and isolation joints in concrete paving.
b. Contraction joints in concrete paving.
c. Other joints as indicated.

2. Joint Sealant: Fuel-resistant, single-component, pourable, modified-urethane, elastomeric joint sealant.
3. Joint-Sealant Color: as selected by the Engineer from the range of colors produced.

END OF SECTION 02764

SECTION 02768 - DECORATIVE CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes stamped concrete paving. Stamped concrete shall be colorless.

B. Related Sections:

1. Section 02751 "Cement Concrete Pavement" for cast-in-place concrete paving with other finishes, curbs and gutters, stamped detectable warnings, pavement markings, and wheel stops.
2. Section 02764 "Pavement Joint Sealants" for joint sealants in expansion and contraction joints within decorative concrete paving and in joints between decorative concrete paving and asphalt paving or adjacent construction.
3. Section 03300 "Cast-in-Place Concrete" for general building applications of concrete.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color, pattern, or texture selection.

C. Samples for Verification: For each type of exposed color, pattern, or texture indicated.

D. Other Action Submittals:

1. Design Mixtures: For each decorative concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer, ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

C. Material Test Reports: For each of the following:

1. Aggregates. Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

D. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer of decorative concrete paving systems.

B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Source Limitations: Obtain decorative concrete paving products and each type or class of cementitious material of the same brand from same manufacturer's plant, and obtain each aggregate from single source.

E. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.

F. ACI Publications: Comply with ACI 301unless otherwise indicated.

G. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of decorative concrete paving to demonstrate typical joints; surface color, pattern, and texture; curing; and standard of workmanship.
2. Build mockups of decorative concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Architect and not less than 96 inches by 96 inches.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
4. Remove mockup at the completion of the project.

H. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to decorative concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and decorative concrete paving construction practices.

2. Require representatives of each entity directly concerned with decorative concrete paving to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Decorative concrete paving Installer.
e. Manufacturer's representative of decorative concrete paving system.

1.7 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves of a radius of 100 feet or less. Do not use notched and bent forms.

B. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration indicated. Provide solid backing and form supports to ensure stability of textured form liners.

C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

C. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, gray portland cement Type II.

    a. Fly Ash: ASTM C 618, Class C or F.
    b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
3. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.

2.4 STAMPING DEVICES

A. Stamp Mats: Semirigid polyurethane mats with projecting textured and ridged underside capable of imprinting texture and joint patterns on plastic concrete.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Advanced Surfaces Inc.
b. Bomanite Corporation.
c. Bon Tool Co.
d. Brickform.
e. Butterfield Color.
f. Creative Urethane Concepts, Inc.
g. Matcrete Precision Stamped Concrete Tools.
h. Proline Concrete Tools, Inc.
i. Scofield, L. M. Company.
j. Southern Color N.A., Inc.
k. Stampcrete International Ltd.
l. Superior Decorative by Dayton Superior.
m. SuperStone, Inc.
n. SureCrete Design Products.

B. Stamp Tools: Open-grid, aluminum or rigid-plastic stamp tool capable of imprinting joint patterns on plastic concrete.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Matcrete Precision Stamped Concrete Tools.
b. Scofield, L. M. Company.
c. SuperStone, Inc.

C. Rollers: Manually controlled, water-filled aluminum rollers with projecting ridges on drum capable of imprinting texture and joint patterns on plastic concrete.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Bon Tool Co.
b. Brickform.

2.5 STAIN MATERIALS

A. Stamped concrete shall be colorless with no stain.

2.6 LIQUID RELEASE

A. Liquid release agents shall be used to facilitate the release of mats for stamping concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Americrete, Inc.; A-1800 Release
b. Bomanite Corporation; Liquid Release
c. Bon Tool Co.; Release Agent
d. Brickform; Liquid Release.
e. Scofield, L. M. Company; Lithotex
f. SuperStone, Inc.; Bubble Gum Liquid Release.

2.7 RELATED MATERIALS

A. Epoxy Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

B. Polyethylene Film: ASTM D 4397, 1 mil thick, clear.

2.8 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi.
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 5 inches, plus or minus 1 inch.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 3-1/2 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing and retarding admixture in concrete as required for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Cementitious Materials:

1. Fly Ash or Pozzolan: 25 percent.
2. Ground Granulated Blast-Furnace Slag: 50 percent.
3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from subbase surface immediately before placing concrete.

B. Protect adjacent construction from discoloration and spillage during application of color hardeners, release agents, stains, curing compounds, and sealers.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

K. Hot-Weather Placement: Comply with ACI 301and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true

planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

3.8 STAMPING

A. Mat Stamping: After floating and while concrete is plastic, apply mat-stamped finish.

1. Liquid Release Agent: Uniformly distribute onto concrete at the manufacturer's recommended rate.
2. After application of release agent, accurately align and place stamp mats in sequence.
3. Uniformly load mats and press into concrete to produce required imprint pattern and depth of imprint on concrete surface. Gently remove stamp mats. Hand stamp edges and surfaces unable to be imprinted by stamp mats.
4. Remove residual release agent according to manufacturer's written instructions, but no fewer than three days after stamping concrete. High-pressure-wash surface and joint patterns, taking care not to damage stamped concrete. Control, collect, and legally dispose of runoff.

B. Tool Stamping: After floating and while concrete is plastic, apply tool-stamped finish.

1. Cover surface with polyethylene film, stretch taut to remove wrinkles, lap sides and ends 3 inches, and secure to edge forms. Lightly broom surface to remove air bubbles.
2. Accurately align and place stamp tools in sequence and tamp into concrete to produce required imprint pattern and depth of imprint on concrete surface. Gently remove stamp tools. Hand stamp edges and surfaces unable to be imprinted by stamp tools.
3. Carefully remove polyethylene film immediately after tool stamping.

C. Roller Stamping: After floating and while concrete is plastic, apply roller-stamped finish.

1. Cover surface with polyethylene film, stretch taut to remove wrinkles, lap sides and ends 3 inches, and secure to edge forms. Lightly broom surface to remove air bubbles.
2. Accurately align roller and perform rolling operation to produce required imprint pattern and depth of imprint on concrete surface. Hand stamp surfaces inaccessible to roller.
3. Carefully remove polyethylene film immediately after roller stamping.

3.9 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

3.10 STAINING

A. Stamped concrete shall be colorless and not stained.

3.11 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/2 inch.
4. Lateral Alignment and Spacing of Dowels: 1 inch.
5. Vertical Alignment of Dowels: 1/4 inch.
6. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
7. Joint Spacing: 3 inches.
8. Contraction Joint Depth: Plus 1/4 inch, no minus.
9. Joint Width: Plus 1/8 inch, no minus.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

G. Decorative concrete paving will be considered defective if it does not pass tests and inspections.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Prepare test and inspection reports.

3.13 REPAIRS AND PROTECTION

A. Remove and replace decorative concrete paving that is broken or damaged or does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.

B. Detailing: Grind concrete "squeeze" left from tool placement. Color ground areas with slurry of color hardener mixed with water and bonding agent. Remove excess release agent with high-velocity blower.

C. Protect decorative concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain decorative concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

3.14 DECORATIVE CONCRETE PAVING SCHEDULE

A. Patterned Decorative Concrete Paving:

1. Locations: Install on concrete overlooks and access walkway to overlooks in accordance with the plans
2. Coloring Method:

a. Color: Colorless

3. Field Patterning Method: Stamped

a. Texture and Pattern: New Brick Herringbone pattern (4” x 8”).
b. Release Agent: Liquid

4. Border and Accent Strip Patterning Method:

a. Texture and Pattern: smooth finish

END OF SECTION 02768

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Footings.
2. Foundation walls.
3. Slabs-on-grade.
4. Suspended slabs over Coastal Waters.
5. Concrete toppings.
6. Site walls and Ornamental Piers.

B. Related Sections:

1. Section 02300 "Earthwork" for drainage fill under slabs-on-grade.
2. Section 02751 "Cement Concrete Pavement" for concrete pavement and walks.
3. Section 02768 "Decorative Cement Concrete Pavement" for decorative concrete pavement and walks.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site. These amounts have to be made part of the truck bill with rotations and time after adding water.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Engineer.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, manufacturer and testing agency.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Floor and slab treatments.
6. Bonding agents.
7. Adhesives.
8. Vapor retarders.
9. Semirigid joint filler.
10. Joint-filler strips.
11. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

E. Field quality-control reports.

F. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

H. Mockups: Cast concrete slab-on-grade and formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

1. Build panel approximately 40 sq. ft. for slab-on-grade and 40 sq. ft. for formed surface in the location indicated or, if not indicated, as directed by engineer.
2. Mockups will not be made part of the final work and shall be removed offsite when no longer needed.

I. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

    a. Contractor's superintendent.
    b. Independent testing agency responsible for concrete design mixtures.
    c. Ready-mix concrete manufacturer.
    d. Concrete subcontractor.
    e. Special concrete finish subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, anchor rod and anchorage device installation tolerances, steel reinforcement installation, concrete repair procedures, and concrete protection.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

    a. High-density overlay, Class 1 or better.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60 or ASTM A 706/A 706M, deformed bars, ASTM A 775/A 775M or ASTM A 934/A 934M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length. **Provide epoxy-coated reinforcing on all suspended slabs over surface waters.**

C. Stainless-Steel Reinforcing Bars: ASTM A 955/A 955M, Grade 60, [**Type 304**] [**Type 316L**], deformed.

D. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.

E. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, as-drawn, plain-steel wire, with less than 2 percent damaged coating in each 12-inch wire length. **Provide epoxy-coated wire on all suspended slabs over surface waters.**

F. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type II, gray. Supplement with the following:

a. Fly Ash: ASTM C 618, Class F or C.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4-inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Water: ASTM C 94/C 94M and potable.

2.5 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 FLOOR AND SLAB TREATMENTS

2.7 CURING MATERIALS

A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

B. Water: Potable.

2.8 RELATED MATERIALS

A. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.9 REPAIR MATERIALS

A. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.10 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
5. Silica Fume: 10 percent.
6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.11 CONCRETE MIXTURES

A. Footings and Foundation Walls: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.50.
3. Slump Limit: 4 inches or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

B. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Slump Limit: 4 inches, plus or minus 1 inch.
3. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

C. Suspended Slabs over Coastal Waters: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Slump Limit: 4 inches, plus or minus 1 inch.
3. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

D. Concrete Toppings: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Slump Limit: 4 inches, plus or minus 1 inch.
3. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
4. Air Content: Do not allow air content of trowel-finished toppings to exceed 3 percent.

E. Site Walls and Piers: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.50.

3. Slump Limit: 4 inches or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.12 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.
2. Class B, 1/4 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete. Use V-style joints where formed surfaces above similar formed surfaces, seal with sealant.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 REMOVING AND REUSING FORMS

A. General: Formwork for sides of suspended slabs, walls, piers, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.3 SHORES AND RESHORES

A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.

5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 07920 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

G. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.7 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view and to receive a rubbed finish.

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.

1. Apply scratch finish to surfaces to receive concrete floor toppings.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces to receive trowel finish.

D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view.

2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.

E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.10 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

    a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.

3.11 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least [**one**] [**six**] month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.12 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one-part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01-inch-wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.

3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Engineer’s approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Engineer’s approval.

3.13 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel reinforcement placement.
2. Headed bolts and studs.
3. Verification of use of required design mixture.
4. Concrete placement, including conveying and depositing.
5. Curing procedures and maintenance of curing temperature.
6. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100-cu. yd. or fraction thereof of each concrete mixture placed each day.

a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
10. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.

13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

D. Measure floor and slab flatness and levelness within 24 hours of finishing.

END OF SECTION 03300

SECTION 03410 - PLANT-PRECAST STRUCTURAL CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Precast structural concrete.

B. Related Requirements:

1. Section 03300 "Cast-in-Place Concrete" for concrete topping and placing connection anchors in concrete.

1.3 DEFINITIONS

A. Design Reference Sample: Sample of approved precast structural concrete color, finish, and texture, preapproved by Engineer.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each precast concrete mixture. Include compressive strength and, if required, water-absorption tests.

C. Shop Drawings:

1. Include member locations, plans, elevations, dimensions, shapes and sections, openings, support conditions, and types of reinforcement, including special reinforcement.
2. Detail fabrication and installation of precast structural concrete units, including connections at member ends and to adjoining construction.
3. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish.
4. Indicate separate face and backup mixture locations and thicknesses.
5. Indicate type, size, and length of welded connections by AWS standard symbols.

6. Detail loose and cast-in hardware, lifting and erection inserts, connections, and joints.
7. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
8. Include and locate openings larger than 10 inches. Where additional structural support is required, include header design.
9. Indicate location of each precast structural concrete unit by same identification mark placed on panel.
10. Indicate relationship of precast structural concrete units to adjacent materials.
11. Indicate locations, dimensions, and details of thin-brick units, including corner units and special shapes, and joint treatment.
12. Indicate locations, dimensions, and details of stone facings, anchors, and joint widths.
13. Indicate estimated camber for precast floor slabs with concrete toppings.
14. Indicate shim sizes and grouting sequence.
15. If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings. Do not adversely affect the appearance, durability, or strength of units when modifying details or materials and maintain the general design concept.

D. Delegated-Design Submittal: For precast structural concrete indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Show precast structural concrete unit types, connections, types of reinforcement, including special reinforcement, and concrete cover on reinforcement. Indicate location, type, magnitude, and direction of loads imposed on the building structural frame from precast structural concrete.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, fabricator and testing agency.

B. Welding certificates.

C. Material Certificates: For the following:

1. Cementitious materials.
2. Reinforcing materials and prestressing tendons.
3. Admixtures.
4. Bearing pads.
5. Insulation.
6. Structural-steel shapes and hollow structural sections.

D. Material Test Reports: For aggregates, by a qualified testing agency.

E. Preconstruction test reports.

F. Source quality-control reports.

G. Field quality-control and special inspection reports.

1.7 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm that assumes responsibility for engineering precast structural concrete units to comply with performance requirements. Responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.

1. Designated as a PCI-certified plant as follows:

a. Group C, Category C3 - Prestressed Straight Strand Structural Members.

2. Fabricator is located within 500 miles of Project site.

B. Installer Qualifications: A precast concrete erector qualified and designated by PCI's Certificate of Compliance, to erect Category S1 - Simple Structural Systems.

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

D. Quality-Control Standard: For manufacturing procedures, testing requirements, and quality-control recommendations for types of units required, comply with PCI MNL 116, "Manual for Quality Control for Plants and Production of Structural Precast Concrete Products."

E. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.4/D1.4M, "Structural Welding Code - Reinforcing Steel."

F. Mockups: No mockups of prestressed precast concrete structural components are required, however the Engineer and Owner reserve the right to inspect and approve all components in their location of fabrication prior to shipment.

1.8 COORDINATION

A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction before starting that Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Support units during shipment on nonstaining shock-absorbing material in same position as during storage.

B. Store units with adequate bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.

1. Store units with dunnage across full width of each bearing point unless otherwise indicated.
2. Place adequate dunnage of even thickness between each unit.
3. Place stored units so identification marks are clearly visible, and units can be inspected.

C. Handle and transport units in a manner that avoids excessive stresses that cause cracking or damage.

D. Lift and support units only at designated points indicated on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Fabricators: All fabricators shall meet the requirements of paragraph 1.7 above.

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01400 "Quality Requirements," to design precast structural concrete units.

B. Design Standards: Comply with ACI 318 and with design recommendations in PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete," applicable to types of precast structural concrete units indicated.

C. Structural Performance: Precast structural concrete units and connections shall withstand design loads indicated within limits and under conditions indicated.

D. Structural Performance: Provide precast structural concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:

1. Dead Loads: self-weight
2. Concrete Topping Load: self-weight
3. Live Loads: 200 psf
4. Roof Loads: none
5. Snow Loads: none
6. Seismic Loads: none
7. Wind Loads: wind loads do not govern.
8. Precast concrete Overlooks suspended over coastal waters: wave uplift 300 psf

2.3 MOLD MATERIALS

A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that provides continuous precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.

1. Mold-Release Agent: Commercially produced form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.

2.4 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60 or ASTM A 706/A 706M, deformed bars, ASTM A 775/A 775M or ASTM A 934/A 934M epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.

C. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain, flat sheet, Type 1 bendable coating.

D. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 116.

2.5 PRESTRESSING TENDONS

A. Pretensioning Strand: ASTM A 416/A 416M, Grade 250 or Grade 270, uncoated, seven-wire or ASTM A 886/A 886M, Grade 270, indented, seven-wire, low-relaxation strand.

2.6 CONCRETE MATERIALS

A. Regional Materials: Precast structural concrete shall be manufactured from aggregates and cement that have been extracted or recovered, as well as manufactured, within 500 miles of Project site.

B. Portland Cement: ASTM C 150/C 150M, Type II, gray, unless otherwise indicated.

1. For surfaces exposed to view in finished structure, use gray or white cement, of same type, brand, and mill source.

C. Supplementary Cementitious Materials:

1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
2. Metakaolin: ASTM C 618, Class N.
3. Silica Fume: ASTM C 1240, with optional chemical and physical requirement.
4. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

D. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33/C 33M, with coarse aggregates complying with Class 4S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.

1. Face-Mixture-Coarse Aggregates: Selected, hard, and durable; free of material that reacts with cement or causes staining; to match selected finish sample.

a. Gradation: Uniformly graded.

2. Face-Mixture-Fine Aggregates: Selected, natural or manufactured sand compatible with coarse aggregate to match approved finish sample.

E. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 116.

F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

G. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.

1. Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
7. Plasticizing Admixture: ASTM C 1017/C 1017M, Type I.
8. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
9. Corrosion-Inhibiting Admixture: ASTM C 1582/C 1582M.

2.7 STAINLESS-STEEL CONNECTION MATERIALS

A. Stainless-Steel Plate: ASTM A 666, Type 304, Type 316, or Type 201.

B. Stainless-Steel Bolts and Studs: ASTM F 593, Alloy Group 1 or 2, hex-head bolts and studs; ASTM F 594, Alloy Group 1 or 2 stainless-steel nuts; and flat, stainless-steel washers.

1. Lubricate threaded parts of stainless-steel bolts with an antiseize thread lubricant during assembly.

C. Stainless-Steel-Headed Studs: ASTM A 276, Alloy 304 or 316, with minimum mechanical properties of PCI MNL 116.

2.8 BEARING PADS

A. Provide one of the following bearing pads for precast structural concrete units as recommended by precast fabricator for application:

1. Elastomeric Pads: AASHTO M 251, plain, vulcanized, 100 percent polychloroprene (neoprene) elastomer, molded to size or cut from a molded sheet, 50 to 70 Shore, Type A durometer hardness, ASTM D 2240; minimum tensile strength 2250 psi, ASTM D 412.
2. Random-Oriented-Fiber-Reinforced Elastomeric Pads: Preformed, randomly oriented synthetic fibers set in elastomer. 70 to 90 Shore, Type A durometer hardness, ASTM D 2240; capable of supporting a compressive stress of 3000 psi with no cracking, splitting, or delaminating in the internal portions of pad. Test one specimen for every 200 pads used in Project.
3. Cotton-Duck-Fabric-Reinforced Elastomeric Pads: Preformed, horizontally layered cotton-duck fabric bonded to an elastomer; 80 to 100 Shore, Type A durometer hardness,

ASTM D 2240; complying with AASHTO's "AASHTO LRFD Bridge Design Specifications," Division II, Section 18.10.2; or with MIL-C-882E.

4. Frictionless Pads: PTFE, glass-fiber reinforced, bonded to stainless- or mild-steel plate, or random-oriented-fiber-reinforced elastomeric pads; of type required for in-service stress.
5. High-Density Plastic: Multimonomer, nonleaching, plastic strip.

2.9 ACCESSORIES

A. Precast Accessories: Provide clips, hangers, high-density plastic or steel shims, and other accessories required to install structural precast concrete units.

2.10 GROUT MATERIALS

A. Sand-Cement Grout: Portland cement, ASTM C 150/C 150M, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1-part cement to 2-1/2 to 3 parts sand, by volume, with minimum water required for placement and hydration. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.

B. Nonmetallic, Nonshrink Grout: Packaged, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107/C 1107M, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.

C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

2.11 CONCRETE MIXTURES

A. Prepare design mixtures for each type of precast concrete required.

1. Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
2. Limit use of fly ash to 20 percent replacement of portland cement by weight and ground granulated blast-furnace slag to 20 percent of portland cement by weight; metakaolin and silica fume to 10 percent of portland cement by weight.

B. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast structural concrete fabricator's option.

C. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 116 when tested according to ASTM C 1218/C 1218M.

D. Normal-Weight Concrete Mixtures: Proportion face mixtures by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 5000 psi.
2. Maximum Water-Cementitious Materials Ratio: 0.45.

E. Water Absorption: For structural precast concrete with an Architectural finish, limit water absorption to 6 percent by weight or 14 percent by volume, tested according to ASTM C 642, except for boiling requirement.

F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 116.

G. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.

H. Concrete Mix Adjustments: Concrete mix design adjustments may be proposed if characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.12 MOLD FABRICATION

A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.

B. Maintain molds to provide completed precast structural concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.

1. Form joints are not permitted on faces of structural precast concrete with an Architectural finish that is exposed to view in the finished work.
2. Edge and Corner Treatment: Uniformly chamfered.

2.13 FABRICATION

A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.

1. Weld-headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."

B. Furnish loose hardware items including steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing precast structural concrete units to supporting and adjacent construction.

C. Cast-in reglets, slots, holes, and other accessories in precast structural concrete units as indicated on the Contract Drawings.

D. Cast-in openings larger than 10 inches in any dimension. Do not drill or cut openings or prestressing strand without Engineer's approval.

E. Reinforcement: Comply with recommendations in PCI MNL 116 for fabricating, placing, and supporting reinforcement.

1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy-coated reinforcement exceeds limits specified in ASTM A 775/A 775M, repair with patching material compatible with coating material and epoxy coat bar ends after cutting.
2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
3. Place reinforcing steel and prestressing strand to maintain at least 3/4-inch minimum concrete cover. Increase cover requirements for reinforcing steel to 1-1/2 inches when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Reinforce precast structural concrete units to resist handling, transportation, and erection stresses and specified in-place loads.

G. Prestress tendons for precast structural concrete units by either pretensioning or post-tensioning methods. Comply with PCI MNL 116.

1. Delay detensioning or post-tensioning of precast, prestressed structural concrete units until concrete has reached its indicated minimum design release compressive strength as established by test cylinders cured under same conditions as concrete unit.
2. Detension pretensioned tendons either by gradually releasing tensioning jacks or by heat cutting tendons, using a sequence and pattern to prevent shock or unbalanced loading.
3. If concrete has been heat cured, detension while concrete is still warm and moist to avoid dimensional changes that may cause cracking or undesirable stresses.
4. Protect strand ends and anchorages with bituminous, zinc-rich, or epoxy paint to avoid corrosion and possible rust spots.
5. Protect strand ends and anchorages with a minimum of 1-inch-thick, nonmetallic, nonshrink, grout mortar and sack rub surface. Coat or spray the inside surfaces of pocket with bonding agent before installing grout.

H. Comply with requirements in PCI MNL 116 and in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.

I. Place face mixture to a minimum thickness after consolidation of the greater of 1 inch or 1.5 times the maximum aggregate size, but not less than the minimum reinforcing cover specified.

J. Place concrete in a continuous operation to prevent cold joints or planes of weakness from forming in precast concrete units.

1. Place backup concrete mixture to ensure bond with face-mixture concrete.

K. Thoroughly consolidate placed concrete by vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air voids on surfaces. Use equipment and procedures complying with PCI MNL 116.

1. Place self-consolidating concrete without vibration according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants." Ensure adequate bond between face and backup concrete, if used.

L. Comply with PCI MNL 116 procedures for hot- and cold-weather concrete placement.

M. Identify pickup points of precast structural concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast structural concrete unit on a surface that does not show in finished structure.

N. Cure concrete, according to requirements in PCI MNL 116, by moisture retention without heat or by accelerated heat curing using live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.

O. Discard and replace precast structural concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 116 and meet Engineer's approval.

2.14 FABRICATION TOLERANCES

A. Fabricate precast structural concrete units to shapes, lines, and dimensions indicated so each finished unit complies with PCI MNL 116 product dimension tolerances as well as position tolerances for cast-in items.

2.15 COMMERCIAL ARCHITECTURAL FINISHES

A. Manufacture member faces free of joint marks, grain, and other obvious defects with corners, including false joints, uniform and straight. Finish exposed-face surfaces of precast concrete units to match approved design reference sample and as follows:

1. As-Cast-Surface Finish: Provide surfaces to match approved sample or mockup for acceptable surface, air voids, sand streaks, and honeycomb.

2.16 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to evaluate precast structural concrete fabricator's quality-control and testing methods.

1. Allow testing agency access to material storage areas, concrete production equipment, concrete placement, and curing facilities. Cooperate with testing agency and provide samples of materials and concrete mixtures as may be requested for additional testing and evaluation.

B. Testing: Test and inspect precast structural concrete according to PCI MNL 116 requirements and ASTM C 1610/C 1610M, ASTM C 1611/C 1611M, ASTM C 1621/C 1621M, and ASTM C 1712/C 1712M.

1. Test and inspect self-consolidating concrete according to PCI TR-6.

C. Strength of precast structural concrete units is considered deficient if units fail to comply with ACI 318 requirements for concrete strength.

D. If there is evidence that strength of precast concrete units may be deficient or may not comply with ACI 318 requirements, employ a qualified testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength according to ASTM C 42/C 42M.

1. A minimum of three representative cores shall be taken from units of suspect strength, from locations directed by Engineer.
2. Test cores in an air-dry condition or, if units are wet under service conditions, test cores after immersion in water in a wet condition.
3. Strength of concrete for each series of three cores is considered satisfactory if average compressive strength is equal to at least 85 percent of 28-day design compressive strength and no single core is less than 75 percent of 28-day design compressive strength.
4. Report test results in writing on same day that tests are performed, with copies to Engineer, Contractor, and precast concrete fabricator. Test reports include the following:

    a. Project identification name and number.
    b. Date when tests were performed.
    c. Name of precast concrete fabricator.
    d. Name of concrete testing agency.
    e. Identification letter, name, and type of precast concrete unit(s) represented by core tests; design compressive strength; type of break; compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.

E. Patching: If core test results are satisfactory and precast structural concrete units comply with requirements, clean and dampen core holes and solidly fill with same precast concrete mixture that has no coarse aggregate, and finish to match adjacent precast concrete surfaces.

F. Defective Units: Discard and replace precast structural concrete units that do not comply with requirements, including strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Engineer's approval. Engineer reserves the right to reject precast units that do not match approved samples, sample panels, and mockups. Replace unacceptable units with precast concrete units that comply with requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Do not install precast concrete units until supporting, cast-in-place concrete has attained minimum allowable design compressive strength and until supporting steel or other structure is structurally ready to receive loads from precast concrete units.

3.2 INSTALLATION

A. Install clips, hangers, bearing pads, and other accessories required for connecting precast structural concrete units to supporting members and backup materials.

B. Erect precast structural concrete level, plumb, and square within specified allowable tolerances. Provide temporary structural framing, shoring, and bracing as required to maintain position, stability, and alignment of units until permanent connections are complete.

1. Install temporary steel or plastic spacing shims or bearing pads as precast structural concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.
2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
3. Remove projecting lifting devices and use plastic patch caps or sand-cement grout to fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
4. For hollow-core slab voids used as electrical raceways or mechanical ducts, align voids between units and tape butt joint at end of slabs.

C. Connect precast structural concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.

D. Field cutting of precast units is not permitted without approval of Engineer.

E. Fasteners: Do not use drilled or powder-actuated fasteners for attaching accessory items to precast, prestressed concrete units.

F. Welding: Comply with applicable requirements in AWS D1.1/D1.1M and AWS D1.4/D1.4M for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.

1. Protect precast structural concrete units and bearing pads from damage by field welding or cutting operations, and provide noncombustible shields as required.

2. Clean weld-affected steel surfaces with chipping hammer followed by brushing, and apply a minimum 4.0-mil-thick coat of galvanized repair paint to galvanized surfaces according to ASTM A 780/A 780M.
3. Clean weld-affected steel surfaces with chipping hammer followed by brushing, and reprime damaged painted surfaces.
4. Visually inspect welds and remove, reweld, or repair incomplete and defective welds.

G. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.

1. Where slotted connections are used, verify bolt position and tightness. For sliding connections, properly secure bolt but allow bolt to move within connection slot.
2. For slip-critical connections, use one of the following methods to assure proper bolt pretension:

    a. Turn-of-Nut: According to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
    b. Calibrated Wrench: According to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
    c. Twist-off Tension Control Bolt: ASTM F 1852.
    d. Direct-Tension Control Bolt: ASTM F 1852.

3. For slip-critical connections, use method and inspection procedure approved by Engineer and coordinated with inspection agency.

H. Grouting or Dry-Packing Connections and Joints: Grout connections and joints and open spaces at keyways, connections, and joints where required or indicated on Shop Drawings. Retain flowable grout in place until hard enough to support itself. Alternatively, pack spaces with stiff dry-pack grout material, tamping until voids are completely filled.

1. Place grout and finish smooth, level, and plumb with adjacent concrete surfaces.
2. Fill joints completely without seepage to other surfaces.
3. Trowel top of grout joints on roofs smooth and uniform. Finish transitions between different surface levels not steeper than 1 to 12.
4. Place grout end cap or dam in voids at ends of hollow-core slabs.
5. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.
6. Keep grouted joints damp for not less than 24 hours after initial set.

3.3 ERECTION TOLERANCES

A. Erect precast structural concrete units level, plumb, square, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 135.

B. Minimize variations between adjacent slab members by jacking, loading, or other method recommended by fabricator and approved by Engineer.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Erection of precast structural concrete members.

B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

C. Visually inspect field welds and test according to ASTM E 165 or to ASTM E 709 and ASTM E 1444. High-strength bolted connections are subject to inspections.

D. Testing agency will report test results promptly and in writing to Contractor and Engineer.

E. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.

F. Additional testing and inspecting, at Contractor's expense, shall be performed to determine compliance of replaced or additional work with specified requirements.

G. Prepare test and inspection reports.

3.5 REPAIRS

A. Repair precast structural concrete units if permitted by Engineer.

1. Repairs may be permitted if structural adequacy, serviceability, durability, and appearance of units have not been impaired.

B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 feet.

C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780/A 780M.

D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.

E. Remove and replace damaged precast structural concrete units that cannot be repaired or when repairs do not comply with requirements as determined by Engineer.

3.6 CLEANING

A. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.

B. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.

1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's written recommendations. Protect other work from staining or damage due to cleaning operations.
2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 03410

SECTION 04720 - CAST STONE MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cast stone trim including the following:

a. Wall caps.
b. Pier caps

B. Related Sections:

1. None.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1. For cast stone units, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. RESERVED

C. Shop Drawings: Show fabrication and installation details for cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.

1. Include building elevations showing layout of units and locations of joints and anchors.

D. Samples for Initial Selection: For colored mortar.

E. Samples for Verification:

1. For each color and texture of cast stone required, 10 inches (250 mm) square in size.
2. For colored mortar. Make Samples using same sand and mortar ingredients to be used on Project.

F. Full-Size Samples: For each shape of cast stone unit required.

1. Make available for Architect's review at Project site.
2. Make Samples from materials to be used for units used on Project.
3. Approved Samples may be installed in the Work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer:

1. Include copies of material test reports for completed projects, indicating compliance of cast stone with ASTM C 1364.

B. Material Test Reports: For each mix required to produce cast stone, based on testing according to ASTM C 1364.

1. Provide test reports based on testing within previous two years.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer of cast stone units similar to those indicated for this Project, that has sufficient production capacity to manufacture required units, and is a plant certified by the Cast Stone Institute.

B. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

C. Source Limitations for Cast Stone: Obtain cast stone units through single source from single manufacturer.

D. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color, from one manufacturer for each cementitious component and from one source or producer for each aggregate.

E. Mockups: Furnish cast stone for installation in mockups specified in Section 042000 "Unit Masonry."

F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of typical wall area as shown on Drawings.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Coordinate delivery of cast stone to avoid delaying the Work.

B. Pack, handle, and ship cast stone units in suitable packs or pallets.

1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units, if required, using dollies with wood supports.
2. Store cast stone units on wood skids or pallets with nonstaining, waterproof covers, securely tied. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.

C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

D. Store mortar aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

1.7 PROJECT CONDITIONS

A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until cast stone has dried, but no fewer than seven days after completing cleaning.

B. Hot-Weather Requirements: Comply with hot-weather construction requirements in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 CAST STONE MATERIALS

A. General: Comply with ASTM C 1364 and the following:

B. Portland Cement: ASTM C 150, Type I or Type III, containing not more than 0.60 percent total alkali when tested according to ASTM C 114. Provide natural color or white cement as required to produce cast stone color indicated.

C. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C 33; gradation and colors as needed to produce required cast stone textures and colors.

D. Fine Aggregates: Natural sand or crushed stone complying with ASTM C 33, gradation and colors as needed to produce required cast stone textures and colors.

E. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

F. Admixtures: Use only admixtures specified or approved in writing by Architect.

1. Do not use admixtures that contain more than 0.1 percent water-soluble chloride ions by mass of cementitious materials. Do not use admixtures containing calcium chloride.
2. Use only admixtures that are certified by manufacturer to be compatible with cement and other admixtures used.
3. Air-Entraining Admixture: ASTM C 260. Add to mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 4 to 6 percent, except do not add to zero-slump concrete mixes.
4. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
5. Water-Reducing, Retarding Admixture: ASTM C 494/C 494M, Type D.
6. Water-Reducing, Accelerating Admixture: ASTM C 494/C 494M, Type E.

G. Reinforcement: Deformed steel bars complying with ASTM A 615/A 615M, Grade 60 (Grade 420). Use galvanized or epoxy-coated reinforcement when covered with less than 1-1/2 inches (38 mm) of cast stone material.

1. Epoxy Coating: ASTM A 775/A 775M.
2. Galvanized Coating: ASTM A 767/A 767M.

H. Embedded Anchors and Other Inserts: Fabricated from stainless steel complying with ASTM A 240/A 240M, ASTM A 276, or ASTM A 666, Type 304

2.2 CAST STONE UNITS

A. Manufacturers shall be Certified Producer Members by the Cast Stone Institute®.

B. Regional Materials: Cast stone units shall be manufactured within 500 miles (800 km) of Project site from aggregates that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.

C. Provide cast stone units complying with ASTM C 1364 using either the vibrant dry tamp or wet-cast method.

1. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666/C 666M, Procedure A, as modified by ASTM C 1364.

D. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.

1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
3. Provide drips on projecting elements unless otherwise indicated.

E. Fabrication Tolerances:

1. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch (3 mm).
2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch (3 mm), whichever is greater, but in no case by more than 1/4 inch (6 mm).
3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch (3 mm), whichever is greater.
4. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than 1/8 inch (3 mm) on formed surfaces of units and 3/8 inch (10 mm) on unformed surfaces.

F. Cure units as follows:

1. Cure units in enclosed moist curing room at 95 to 100 percent relative humidity and temperature of 100 deg F (38 deg C) for 12 hours or 70 deg F (21 deg C) for 16 hours.
2. Keep units damp and continue curing to comply with one of the following:

a. No fewer than five days at mean daily temperature of 70 deg F (21 deg C) or above.
b. No fewer than six days at mean daily temperature of 60 deg F (16 deg C) or above.
c. No fewer than seven days at mean daily temperature of 50 deg F (10 deg C) or above.
d. No fewer than eight days at mean daily temperature of 45 deg F (7 deg C) or above.

G. Acid etch units after curing to remove cement film from surfaces to be exposed to view.

H. Colors and Textures: As selected by City from manufacturer's full range.

I. Color and Texture: Provide units with fine-grained texture and buff color resembling Indiana limestone.

J. Color and Texture: Provide units with fine texture and red-brown color resembling brownstone on adjacent buildings.

2.3 MORTAR MATERIALS

A. Provide mortar materials that comply with Section 042000 "Unit Masonry."

B. Regional Materials: Aggregate for mortar, shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.

C. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

D. Hydrated Lime: ASTM C 207, Type S.

E. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

G. Mortar Cement: ASTM C 1329.

1. Products: Subject to compliance with requirements, provide the following, or equal:

    a. Lafarge North America Inc.; Magnolia Superbond Mortar Cement.

H. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.

1. Products: Subject to compliance with requirements, provide the following, or equal:

    a. Davis Colors; True Tone Mortar Colors.
    b. Lanxess Corporation; Bayferrox Iron Oxide Pigments.
    c. Solomon Colors, Inc.; SGS Mortar Colors.

I. Colored Cement Product: Packaged blend made from mortar cement and mortar pigments, all complying with specified requirements and containing no other ingredients.

1. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
2. Pigments shall not exceed 10 percent of portland cement by weight.

3. Pigments shall not exceed 5 percent of [**masonry cement**] [**or**] [**mortar cement**] by weight.

J. Aggregate for Mortar: ASTM C 144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
3. White-Mortar Aggregates: Natural white sand or crushed white stone.
4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

K. Water: Potable.

2.4 ACCESSORIES

A. Anchors: Type and size indicated, fabricated from Type 304 stainless steel complying with ASTM A 240/A 240M, ASTM A 276, or ASTM A 666.

B. Dowels: 1/2-inch- (12-mm-) diameter, round bars, fabricated from Type 304 stainless steel complying with ASTM A 240/A 240M, ASTM A 276, or ASTM A 666.

C. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cast stone manufacturer and expressly approved by cleaner manufacturer for use on cast stone and adjacent masonry materials.

1. Manufacturers: Subject to compliance with requirements, provide the following, or equal:

a. Diedrich Technologies, Inc.
b. EaCo Chem, Inc.
c. ProSoCo, Inc.

2.5 MORTAR MIXES

A. RESERVED

B. Do not use admixtures including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.

2. Use mortar cement mortar unless otherwise indicated.

C. Comply with ASTM C 270, Proportion Specification.
1. For setting mortar, use Type N.
2. For pointing mortar, use Type N.

D. Pigmented Mortar: Use colored cement product

1. Pigments shall not exceed 10 percent of portland cement by weight.
2. Pigments shall not exceed 5 percent of mortar cement by weight.
3. Mix to match Architect's sample.
4. Application: Use pigmented mortar for exposed mortar joints.

E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.

1. Mix to match Architect's sample.
2. Application: Use colored aggregate mortar for exposed mortar joints.

2.6 SOURCE QUALITY CONTROL

A. Engage a qualified independent testing agency to sample and test cast stone units according to ASTM C 1364.

1. Include one test for resistance to freezing and thawing.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SETTING CAST STONE IN MORTAR

A. Install cast stone units to comply with requirements in Section 042000 "Unit Masonry."

B. Set cast stone as indicated on Drawings. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.

1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.
2. Coordinate installation of cast stone with installation of flashing specified in other Sections.

C. Wet joint surfaces thoroughly before applying mortar or setting in mortar.

D. Set units in full bed of mortar with full head joints unless otherwise indicated.

1. Set units with joints **1/4 to 3/8 inch (6 to 10 mm)** wide unless otherwise indicated.
2. Build anchors and ties into mortar joints as units are set.
3. Fill dowel holes and anchor slots with mortar.
4. Fill collar joints solid as units are set.
5. Build concealed flashing into mortar joints as units are set.
6. Keep head joints in coping and other units with exposed horizontal surfaces open to receive sealant.
7. Keep joints at shelf angles open to receive sealant.

E. Rake out joints for pointing with mortar to depths of not less than 3/4 inch (19 mm). Rake joints to uniform depths with square bottoms and clean sides. Scrub faces of units to remove excess mortar as joints are raked.

F. Point mortar joints by placing and compacting mortar in layers not greater than 3/8 inch (10 mm). Compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.

G. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

H. Provide sealant joints at copings and other horizontal surfaces, at expansion, control, and pressure-relieving joints, and at locations indicated.

1. Keep joints free of mortar and other rigid materials.
2. Build in compressible foam-plastic joint fillers where indicated.
3. Form joint of width indicated, but not less than **3/8 inch (10 mm).**
4. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.
5. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 079200 "Joint Sealants."

3.3 SETTING ANCHORED CAST STONE WITH SEALANT-FILLED JOINTS

A. Set cast stone as indicated on Drawings. Set units accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.

1. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place.

2. Shim and adjust anchors, supports, and accessories to set cast stone in locations indicated with uniform joints.

B. Keep cavities open where unfilled space is indicated between back of cast stone units and backup wall; do not fill cavities with mortar or grout.

C. Fill anchor holes with sealant.

1. Where dowel holes occur at pressure-relieving joints, provide compressible material at ends of dowels.

D. Set cast stone supported on clip or continuous angles on resilient setting shims. Use material of thickness required to maintain uniform joint widths. Hold shims back from face of cast stone a distance at least equal to width of joint.

E. Keep joints free of mortar and other rigid materials. Remove temporary shims and spacers from joints after anchors and supports are secured in place and cast stone units are anchored. Do not begin sealant installation until temporary shims and spacers are removed.

1. Form open joint of width indicated, but not less than **3/8 inch (10 mm)**

F. Prime cast stone surfaces to receive sealant and install compressible backer rod in joints before applying sealant unless otherwise indicated.

G. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Section 079200 "Joint Sealants."

3.4 INSTALLATION TOLERANCES

A. Variation from Plumb: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.

B. Variation from Level: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.

C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches (3 mm in 900 mm) or one-fourth of nominal joint width, whichever is less.

D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch (1.5 mm), except where variation is due to warpage of units within tolerances specified.

3.5 ADJUSTING AND CLEANING

A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect.

B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.

C. In-Progress Cleaning: Clean cast stone as work progresses.

1. Remove mortar fins and smears before tooling joints.
2. Remove excess sealant immediately, including spills, smears, and spatter.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.
3. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet surfaces with water before applying cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
5. Clean cast stone by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
6. Clean cast stone with proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION 04720

SECTION 07115 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Cold-applied, cut-back-asphalt dampproofing.
   2. Cold-applied, emulsified-asphalt dampproofing.

B. Related Requirements:

   1. None

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. LEED Submittals:

   1. Product Data for Credit IEQ 4.2: For dampproofing, documentation including printed statement of VOC content.
   2. Laboratory Test Reports for Credit IEQ 4: For dampproofing, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

1.4 FIELD CONDITIONS

A. Weather Limitations: Proceed with application only when existing and forecasted weather conditions permit dampproofing to be performed according to manufacturers' written instructions.

B. Ventilation: Provide adequate ventilation during application of dampproofing in enclosed spaces. Maintain ventilation until dampproofing has cured.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Source Limitations: Obtain primary dampproofing materials and primers from single source from single manufacturer.

B. VOC Content: Products shall comply with VOC content limits of authorities having jurisdiction unless otherwise required.

2.2 COLD-APPLIED, CUT-BACK-ASPHALT DAMPPROOFING

A. Manufacturers: Subject to compliance with requirements, provide material from the following manufacturers or equal:

1. APOC, Inc.; a division of Gardner-Gibson.
2. BASF Construction Chemicals - Building Systems; Sonneborn Brand Products.
3. Brewer Company (The).
4. ChemMasters, Inc.
5. Euclid Chemical Company (The); an RPM company.
6. Henry Company.
7. Karnak Corporation.
8. Koppers Inc.
9. Malarkey Roofing Products.
10. Meadows, W. R., Inc.

B. Brush and Spray Coats: ASTM D 4479, Type I, fibered

2.3 AUXILIARY MATERIALS

A. General: Furnish auxiliary materials recommended in writing by dampproofing manufacturer for intended use and compatible with bituminous dampproofing.

B. Cut-Back-Asphalt Primer: ASTM D 41.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions with Applicator present, for compliance with requirements for surface smoothness, surface moisture, and other conditions affecting performance of bituminous dampproofing work.

B. Proceed with application only after substrate construction and penetrating work have been completed and unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Mask or otherwise protect adjoining exposed surfaces from being stained, spotted, or coated with dampproofing. Prevent dampproofing materials from entering and clogging weep holes and drains.

B. Clean substrates of projections and substances detrimental to the dampproofing work; fill voids, seal joints, and remove bond breakers if any, as recommended in writing by prime material manufacturer.

C. Apply patching compound to patch and fill tie holes, honeycombs, reveals, and other imperfections

3.3 APPLICATION, GENERAL

A. Comply with manufacturer's written instructions for dampproofing application, cure time between coats, and drying time before backfilling unless more stringent requirements are indicated.

1. Apply dampproofing to provide continuous plane of protection.
2. Apply additional coats if recommended in writing by manufacturer or to achieve a smooth surface and uninterrupted coverage.

B. Where dampproofing footings and foundation walls, apply from finished-grade line to top of footing; extend over top of footing and down a minimum of 6 inches over outside face of footing.

1. Extend dampproofing 12 inches onto intersecting walls and footings, but do not extend onto surfaces exposed to view when Project is completed.

3.4 COLD-APPLIED, CUT-BACK-ASPHALT DAMPPROOFING

A. Unexposed Concrete Wall & Foundations: Apply two brush or spray coats at not less than 1.25 gal./100 sq. ft. for first coat and 1 gal./100 sq. ft. for second coat.

3.5 CLEANING

A. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended in writing by manufacturer of affected construction.

END OF SECTION 07115

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Urethane joint sealants.

B. Related Sections:

1. Section 02764 "Pavement Joint Sealants" for sealing joints in pavements, walkways, and curbing.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Engineer.
2. Conduct field tests for each application indicated below:

a. Each kind of sealant and joint substrate indicated.

3. Notify Engineer seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with

requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer and testing agency.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

E. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

F. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

G. Field-Adhesion Test Reports: For each sealant application tested.

H. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

E. Preinstallation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

C. Low-Emitting Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

E. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

F. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

2.2 URETHANE JOINT SEALANTS

A. Immersible, Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Uses T and I.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Building Systems; Sonolastic NP1.
b. Sika Corporation, Construction Products Division; Sikaflex - 1a.
c. Tremco Incorporated; Vulkem 116.

2.3 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.

3. Remove laitance and form-release agents from concrete.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

a. Whether sealants filled joint cavities and are free of voids.
b. Whether sealant dimensions and configurations comply with specified requirements.
c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of

product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion[ ].

1. Joint Locations:

    a. Joints in pedestrian plazas.
    b. Other joints as indicated.

2. Urethane Joint Sealant: Immersible, single component, nonsag, traffic grade.
3. Joint Sealant: .
4. Joint-Sealant Color: As selected from manufacturer's full range of colors.

END OF SECTION 07920

SECTION 09960 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes surface preparation and application of high-performance coating systems on the following substrates:

1. Exterior Substrates:

a. Concrete surfaces.
b. Clay masonry.
c. Concrete masonry units (CMU).

B. Related Requirements:
1. None

1.3 DEFINITIONS

A. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

B. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.

B. LEED Submittals:

1. Product Data for Credit EQ 4.2: For interior coatings, documentation including printed statement of VOC content.
2. Laboratory Test Reports for Credit EQ 4: For interior coatings, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Samples for Initial Selection: For each type of topcoat product indicated.

D. Samples for Verification: For each type of coating system and in each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

E. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Coatings: 5 percent, but not less than 1 gallon of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each coating system specified in Part 3.

a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following, or equal:

1. Tex-Cote, Inc.

B. Products: Subject to compliance with requirements, provide product listed in other Part 2 articles for the paint category indicated.

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and are listed in "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
3. Provide products of same manufacturer for each coat in a coating system.

C. Colors: The concrete wall shall be coated with two distinct colors, a primary color and an accent color, selected by the Owner during the submittal review process.

2.3 SOURCE QUALITY CONTROL

A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

a. Concrete: 12 percent.
b. Masonry (Clay and CMU): 12 percent.

B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

C. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi at 6 to 12 inches.

E. Masonry Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions.

1. Clean surfaces with pressurized water. Use pressure range of 100 to 600 psi at 6 to 12 inches.

3.3 APPLICATION

A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

1. Use applicators and techniques suited for coating and substrate indicated.
2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner will engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.

1. Contractor shall touch up and restore coated surfaces damaged by testing.
2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.6 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Concrete & Precast Stone Substrates:
   1. Water-based, high build, advanced epoxy-acrylate resin system, sand finish
      a. XL70® “W” Bridge Cote®

END OF SECTION 09960

Cocoa Promenade Project

City of Cocoa, Florida

APPENDIX A – SUBSURFACE INVESTIGATION REPORT

UNIVERSAL ENGINEERING SCIENCES

SUBSURFACE EXPLORATION

Concrete Docks, Promenade for Riverfront Park
Cocoa, Brevard County, Florida
Universal Project No. 0330.1900108.0000

October 16, 2019

PREPARED FOR:
City of Cocoa, Public Works
155 N. Wilson Avenue
Cocoa, Florida 32922

PREPARED BY:

Universal Engineering Sciences, Inc.
820 Brevard Avenue
Rockledge, Florida 32955
(321) 638-0808

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Threshold Inspection
Offices in: Orlando • Daytona Beach • Fort Myers • Gainesville • Jacksonville • Ocala • Palm Coast • Rockledge • Sarasota • Miami • Panama City • Pensacola • Fort Pierce • Tampa • West Palm Beach • Atlanta, GA • Tifton, GA

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- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

October 16, 2019

City of Cocoa, Public Works
155 N. Wilson Avenue
Cocoa, Florida 32922

Attention: Mr. Frank Mirabito

Reference: Subsurface Exploration
Concrete Docks, Promenade for Riverfront Park
Cocoa, Brevard County, Florida
Universal Project No. 0330.1900108.0000

Dear Mr. Mirabito:

Universal Engineering Sciences, Inc. (Universal) has completed a subsurface exploration at the above referenced site in Cocoa, Brevard County, Florida. Our exploration was authorized by Ms. Rebecca Bowman of the City of Cocoa under Purchase Order #75065 and was conducted as outlined in Universal's Proposal No. 0330.0719.00022. This exploration was performed in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included our descriptions of the subsurface conditions encountered engineering recommendations concerning foundation design parameters for the proposed concrete dock structures.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Sincerely yours,
UNIVERSAL ENGINEERING SCIENCES, INC.
Certificate of Authorization No. 549

BRAD FAUCETT LICENSE NO. 33123 STATE OF FLORIDA PROFESSIONAL ENGINEER

10-16-2019

Brad Faucett, M.S. P.E.
Regional Engineer
Florida Registration No. 33123

1 – Addressee (by e-mail)

UES DOCS# 1717152

TABLE OF CONTENTS

1.0 INTRODUCTION **1**

2.0 PROJECT DESCRIPTION **1**

3.0 PURPOSE **1**

4.0 SITE DESCRIPTION **1**

4.1 Soil Survey 2
4.2 Topography 2

5.0 SCOPE OF SERVICES **2**

6.0 LIMITATIONS **2**

7.0 FIELD METHODOLOGIES **3**

8.0 LABORATORY METHODOLOGIES **4**

8.1 Particle Size Analysis 4

9.0 SOIL STRATIGRAPHY **4**

10.0 GROUNDWATER CONDITIONS **5**

10.1 Existing Groundwater Conditions 5

11.0 LABORATORY RESULTS **5**

11.1 Particle Size Analysis 5

12.0 PROPOSED CONCRETE DOCKS **5**

12.1 Analysis 5
12.2 Recommendations – Driven Pre-Stressed Concrete Piles 5
12.3 Lateral Pile Capacities 7

13.0 PROPOSED KNEE WALL **7**

14.0 EXCAVATIONS **8**

15.0 SPECIAL CONSIDERATIONS **8**

16.0 CLOSURE **8**

LIST OF TABLES

Table I: Generalized Soil Profile 4
Table II: Estimated Prestressed Pile Capacities 6
Table III: Lateral Earth Pressure Design Parameters 8

FIGURES

Boring Location Plan ..... Figure No. 1

APPENDICES

Key to Boring Logs ..... Appendix A
Boring Logs ..... Appendix A

EXHIBITS

GBA Document ..... Exhibit 1

1.0 INTRODUCTION

Universal Engineering Sciences, Inc. (Universal) has completed a subsurface exploration for the proposed concrete docks at Riverfront Park in Cocoa, Brevard County, Florida. Our exploration was authorized by Ms. Rebecca Bowman of the City of Cocoa under Purchase Order #75065 and was conducted as outlined in Universal's Proposal No. 0330.0719.00022. This exploration was performed in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

2.0 PROJECT DESCRIPTION

Universal understands from review of partial site plans and other information, provided by Infrastructure Solution Services (ISS), the project civil engineers, that the proposed project includes the construction of two concrete docks to be constructed in the general area of the boring locations shown on the attached Figure 1 along/over the river frontage at Riverfront Park in Cocoa, Florida.

We understand that the proposed docks will consist primarily of concrete, supported upon a system of concrete piling. We understand that the proposed piling will be either 12 or 14 inches square pre-stressed concrete with an allowable compressive pile load of 17 tons for the seaward piles and 25 tons for the landward piles.

In addition, a short retaining wall (i.e. knee wall), approximately 18 inches high, will be constructed on the landward portion of each dock.

If any of the above information is incorrect or changes prior to construction, please contact Universal immediately so that we may revise the recommendations contained in this report, as necessary. In order to verify that our recommendations are properly interpreted and implemented, Universal should be allowed to review the final design and specifications prior to the start of construction.

3.0 PURPOSE

The purposes of this exploration were:

- to explore and evaluate the subsurface conditions at the site with special attention to potential problems that may hinder the proposed development;
- to provide geotechnical engineering recommendations for site preparation procedures and foundation design parameters.

4.0 SITE DESCRIPTION

The subject site is located on the east side of Riverfront Park, south of Harrison Street, in Cocoa, Florida. There are currently two wooden gazebos at the riverfront, which are to be replaced with the two proposed concrete docks. At the time of drilling, the site was relatively level with a vegetative cover of mostly grass.

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4.1 SOIL SURVEY

The majority of the site soils within Lee Wenner Park are mapped as Urban Land (Ur) according the Brevard County Soil Survey (BCSS) issued 1974. Urban Land (Ur) is described as areas that are 60 to more than 75 percent covered with streets, buildings, large parking lots, shopping centers, industrial parks, airports, and related facilities.

4.2 TOPOGRAPHY

According to information obtained from the United States Geologic Survey (USGS) Cocoa, Florida quadrangle map, dated 1949, photorevised 1970, ground surface elevation across the general site area is approximately +0 to +5 feet National Geodetic Vertical Datum (NGVD).

5.0 SCOPE OF SERVICES

The services conducted by Universal during our subsurface exploration program are as follows:

- Drill two (2) Standard Penetration Test (SPT) borings adjacent to the existing seawall at the proposed dock locations to a depth of 60 feet below the existing land surface (bls).
- Secure samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- Measure the existing site groundwater levels and provide an estimate of the typical wet season groundwater levels at the boring locations.
- Conduct soil gradation tests on selected soil samples obtained in the field to determine their engineering properties.
- Assess the existing soil conditions with respect to the proposed construction.
- Prepare a report which documents the results of our subsurface exploration and analysis with geotechnical engineering recommendations.

6.0 LIMITATIONS

This report has been prepared in order to aid the client/engineer in the design of the proposed concrete docks to be constructed at the east side of Riverfront Park in Cocoa, Florida. The scope is limited to the specific project and locations described herein. Our description of the project's design parameters represents our understanding of the significant aspects relevant to soil and foundation characteristics. In the event that any changes in the design or location of the structures as outlined in this report are planned, we should be informed so the changes can be reviewed and the conclusions of this report modified, if required, and approved in writing by Universal.

The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the

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construction period and noting the characteristics of the variations. Please note that this report does not reflect the full vertical and horizontal extent of soft silt bottom soils encountered at this project and, therefore, this report should not be used for estimating such items as cut and fill quantities.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, Universal does not recommend relying on our boring information to negate presence of anomalous materials or for estimation of material quantities unless our contracted services ***specifically*** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect such anomalous conditions or estimate such quantities. Therefore, Universal will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for Universal to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by Universal to locate or identify such concerns. Universal cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

For a further description of the scope and limitations of this report please review the document attached within Exhibit 1 "Important Information About Your Geotechnical Engineering Report" prepared by GBA/The Geoprofessional Business Association.

7.0 FIELD METHODOLOGIES

The two (2) SPT borings, designated B1 through B2 on the attached Figure No. 1, were performed in general accordance with the procedures of ASTM D 1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils). The SPT drilling technique involves driving a standard split-barrel sampler into the soil by a 140 pound hammer, free falling 30 inches. The number of blows required to drive the sampler 1 foot, after an initial seating of 6 inches, is designated the penetration resistance, or N-value, an index to soil strength and consistency. The soil samples recovered from the split-barrel sampler were visually inspected and classified in general accordance with the guidelines of ASTM D 2487 (Standard Classification of Soils for Engineering Purposes [Unified Soil Classification System]).

The SPT soil borings were performed with an ATV mounted drilling rig. Universal located the test borings in the field using a hand held GPS receiver. No survey control was provided on-site, and our boring locations should be considered only as accurate as implied by the methods of measurement used. The approximate boring locations are shown on the attached Figure No. 1.

8.0 LABORATORY METHODOLOGIES

8.1 PARTICLE SIZE ANALYSIS

We completed #200 sieve particle size analyses on six (6) representative soil samples. These samples were tested according to the procedures listed ASTM D 1140 (Standard Test Method for Amount of Material in Soils Finer than the No. 200 Sieve). In part, ASTM D 1140 requires a thorough mixing the sample with water and flushing it through a No. 200 sieve until all of the particles smaller than the sieve size leave the sample. The percentage of the material finer than the No. 200 sieve helps determines the textural nature of the soil sample and aids in evaluating its engineering characteristics. The percentage of materials passing the #200 sieve is shown on the attached boring logs.

9.0 SOIL STRATIGRAPHY

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and stabilized groundwater levels are shown on the boring logs included in Appendix A. The Key to Boring Logs, Soil Classification Chart is also included in Appendix A. The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer.

The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented in the following Table I. For more detailed soil profiles, please refer to the attached boring logs.

TABLE I
GENERALIZED SOIL PROFILE

Depth Encountered (feet, bls)	Approximate Thickness (feet)	Soil Description
Surface	6 to 8	Fill soils consisting of fine sands with varying quantities of silt, clay lumps, plastic pieces, gravel and traces of roots [SP-SM]; loose to medium dense. At boring location B2, a large quantity of gravel was encountered from a depth of 2 to 6 feet bls.
6 to 8	36 to 44	Highly interlayered strata consisting of fine sands with varying quantities of silt, clay, broken shell [SP, SP-SM, SP-SC, SM, and SC]; loose to medium dense. At boring location B1, occasional cemented rock layers were encountered at a depth of 14 feet bls.
42 to 52	8+ to 18+	Fine sands with silt [SP-SM] with occasional cemented rock layers; medium dense.

NOTE: [ ] denotes Unified Soil Classification system designation.
+ indicates strata encountered at boring termination, total thickness undetermined.

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10.0 GROUNDWATER CONDITIONS

10.1 EXISTING GROUNDWATER CONDITIONS

We measured the water level in the boreholes on September 30, 2018 after the groundwater was allowed to stabilize. The groundwater level is shown on the attached boring logs. The groundwater level depth was measured at 4.3 feet bls at boring location B1 and 5.9 at boring location B2. Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

11.0 LABORATORY RESULTS

11.1 PARTICLE SIZE ANALYSIS

The soil samples submitted for analysis were classified as fine sands with silt [SP-SM], silty fine sands [SM], and clayey fine sands [SC]. The percentage of soil sizes passing the #200 sieve size are shown on the boring logs at the approximate depth sampled.

12.0 PROPOSED CONCRETE DOCKS

12.1 ANALYSIS

We understand that the construction of the two (2) docks will consist primarily of concrete framing, supported upon a system of concrete piling. We understand that pile capacities on the order of approximately 17 and 25 tons in compression will be desired for an efficient foundation system.

The following recommendations are made based upon our understanding of the proposed construction, our experience with similar projects and our familiarity of the subsurface conditions at the project site. If the structural loadings or grading plans change from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

12.2 RECOMMENDATIONS – DRIVEN PRE-STRESSED CONCRETE PILES

In order to provide adequate protection against scour and achieve the desired compressional capacities, we recommend that the proposed 12 and 14 inch square pre-stressed concrete piles be installed to a tip elevation of -20 feet NGVD, roughly 13 to 17 feet below "mudline" levels. This would translate to the piling bypassing the loose surficial strata and deriving support from the underlying dense sand & shell layers.

Assuming that the piling is installed according to our recommendations, we estimate that maximum total vertical settlements of the docks will be less than 1 inch and maximum differential settlements will be less than ½ inch. Almost all of the expected settlement will take place as soon as the full dead weight of the structures is in place.

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Assuming that the pile installation techniques recommended in this report are followed, we estimate that individual pre-stressed concrete piles will exhibit the approximate capacities as listed in the following Table II:

TABLE II
ESTIMATED PRESTRESSED 12" x 12" & 14" x 14" CONCRETE PILE CAPACITIES

Pile Size (Inches)	Allowable Compressional Capacity (tons)	Allowable Tensional Capacity (tons)
12 x 12	44	6
14x 14	58	7

*** The pile capacities listed above have been estimated using the procedures developed by Meyerhof (1976). Based on the recommended procedures listed in "Standard Guidelines for the Design and Installation of Pile Foundations" by ASCE, the above listed allowable capacities are based on a factor of safety (FS) of 2.0 for compression. Tensional Capacity is based upon a factor of safety (FS) of approximately 3.0.**

Piles have lower capacities in groups. Spacing them at least 3 piles diameters apart, center to center, can significantly minimize the group effect. A reduction for group effect will depend upon the number of piles in a group and their respective positions. For preliminary design purposes, a 100 percent efficiency of the single pile allowable load has been assumed; however, if pile spacings less than 3 pile diameters are used, then a lower efficiency factor will become necessary. In addition, installing piles at a spacing of less than 3 pile diameters could cause significant increases in driving stresses and is not recommended for this project.

Specific requirements for driven piles are detailed in the Florida Building Code under Sections 1808 and 1809. These requirements cover group strength, installation methods, reinforcement cover, etc.

Driven piles are highly dependent on quality of workmanship and other factors. For these reasons, we strongly recommend that all pile installations be monitored by a Universal representative. This is necessary in order to determine if piles are being installed properly by the contractor, provide an accurate record of the installation, and provide an opportunity to correct anomalous or unforeseen conditions during the pile placement work.

A wave equation analysis using the data from contractor's hammer type, hammer cushion material, stroke setting, pile cushioning material, etc should be performed to help predict pile stresses versus driving resistance, prior to the start of test pile/production pile installations.

We recommend that two (2) piles be tested (prior to production pile operations) by instrumentation with a Pile Driving Analyzer (PDA) in accordance with FDOT Specification 455, during driving (including re-strikes at least 2 days later) operations to help confirm the design pile depth and capacity. The test piles should be installed with the same men, methods, and equipment that the production piles will be placed.

The geotechnical engineer and structural engineer should review the results of the PDA testing prior to the final order of specific piles or lengths. The review is to assess whether installation techniques must be modified, pile lengths changed, etc.

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As an additional safety factor, we recommend that production piles be at least 5 feet longer than necessary to reach the minimum embedment elevation of -20 feet NGVD.

The piling contractor should be aware that difficult driving conditions may occasionally occur at some locations and depths due to obstacles at the mudline or sporadic pockets of dense sand & shell and/or cemented rock layers.

12.3 LATERAL PILE CAPACITIES

The lateral capacity of a piling system is highly dependent upon the compressive loadings and the configuration of the piles within the cap system. Once the final configuration of the foundation system has been chosen, a lateral analysis using ALLPILE7 software package can be performed. However, at this point we believe that the pile lateral loadings of at least 3 tons per pile can be maintained with minimal lateral deflection (i.e. less than 1 inch).

13.0 PROPOSED KNEE WALL

Based upon the results of the soil borings, the existing fill and native soils within the proposed short retaining (knee) wall areas have a generally medium dense consistency. This has helped to provide a soil mat capable of dissipating the building loads over any remaining loose strata at depth.

Provided our suggested site preparation procedures are followed, we recommend designing conventional, shallow spread footing foundations for a maximum allowable soil-contact pressure of 2,000 pounds per square foot (psf). Even though computed soil-contact pressures may not warrant it, strip and square footings should have minimum widths of at least 18 and 24 inches, respectively to prevent "shear punch" deformations. The base of all footings should be at least 18 inches below finished grade elevation.

The only remaining concern would be the densification of any soil pockets that are disturbed during construction activities. This could be accomplished by re-compacting such pockets with small to mid-sized vibratory plates or rollers to a density of at least 95% of the modified Proctor test (ASTM D-1557) to a depth of at least 12 inches below bottom of footing levels.

Assuming any loosened pockets are densified and the footings are designed according to our recommendations, we estimate maximum total vertical settlements of the proposed wall will be less than 1 inch and maximum differential settlements will be less than ½ inch. Almost all of the expected settlement will take place as soon as the soil fill and structural loads have been applied to the densified existing sandy soils.

Backfill behind/in front of the proposed knee wall should consist of sandy soils with less than 10% fines content [SP, SP-SM, or SP-SC], also compacted to at least 95% of the modified Proctor test (ASTM D-1557).

Assuming that the retaining walls will be smooth concrete, we recommend using the parameters listed in the following Table III for the in-situ sands and/or on-site and imported free draining fine sand backfill soil for the retaining wall design.

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TABLE III
LATERAL EARTH PRESSURE DESIGN PARAMETERS (Level Backfill) *

Design Parameter	Recommended Value
At-rest Earth Pressure Coefficient, K_o	0.5
Active Earth Pressure Coefficient, K_a	0.3
Passive Earth Pressure Coefficient, K_p	3.0
Wet Unit Soil Weight (pounds per cubic foot - pcf)	112
Submerged Unit Weight of Soil (pcf)	65
Coefficient of Friction (sliding)	0.3
Angle of Internal Friction, Φ	30

* For sloping backfill, uniform surcharge or transient loads, the table values must be adjusted.

Please note that the Table III values do not include a factor of safety and therefore, the designer should incorporate an appropriate factor of safety (note that uplift and lateral hydrostatic pressures could be exerted on the structure during the time the groundwater level behind the walls is at peak levels from natural or man-induced causes. These forces should also be included in the proposed design).

14.0 EXCAVATIONS

Excavations should be sloped as necessary to prevent slope failure and to allow backfilling. As a minimum, temporary excavations below 4-foot depth should be sloped in accordance with OSHA regulations (29 CFR Par 1926) dated October 31, 1989. Where lateral confinement will not permit slopes to be laid back, the excavation should be shored in accordance with OSHA requirements. During excavation, excavated material should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth. Provisions for maintaining workman safety within excavations is the sole responsibility of the contractor.

15.0 SPECIAL CONSIDERATIONS

Vibrations produced during pile driving & compaction operations at the site may be significantly noticeable within 100 feet and may cause settlement distress of adjacent structures if not properly regulated. Therefore, provisions should be made to monitor these vibrations by Universal so that any necessary modifications in the pile driving operations can be made in the field before potential damages occur. In addition, the conditions of the existing adjacent structures should be ascertained and documented prior to pile driving operations. Slight cosmetic damage (e.g. hairline cracks in stucco, plaster, or masonry) may occur in conjunction with compaction operations.

16.0 CLOSURE

The soil and groundwater conditions encountered during our subsurface exploration of the property and the results of the laboratory analysis identified no problems that will significantly hinder development of the proposed project, as we currently understand it, using conventional construction practices. Standard methods of pile installation and vibratory compaction should be applicable to this portion of the proposed project.

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The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address site problems or construction changes, which may arise during construction, in a timely and cost-effective manner.

We recommend the owner retain the Universal Rockledge office to provide inspection services during the site preparation procedures for confirmation of the adequacy of the pile driving operations. Field tests and observations include verification of pile installation procedures and testing of compacted fill & native soils.

* * * * * *

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www.UniversalEngineering.com

FIGURES



Approximate Boring Locations

*Figure is based upon an aerial

PROMENADE FOR RIVERFRONT PARK
COCOA, FLORIDA

Drawn By:	Wistenly Alphonse	Date:	October 14, 2019
Checked By:	Brad Faucett, P.E.	Date:	October 14, 2019
Project No:	0330.1900108.0000	Scale:	1" =20' Approx

SUBSURFACE EXPLORATION

BORING LOCATION PLAN

UNIVERSAL
ENGINEERING SCIENCES

Figure 1

APPENDIX A

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.19000108.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Prominade for Riverfront Park**
Cocoa, Florida
CLIENT: **City of Cocoa**
LOCATION: **SEE BORING LOCATION PLAN**
REMARKS:

BORING DESIGNATION: **B1** SHEET: **1 of 2**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**
G.S. ELEVATION (ft):
WATER TABLE (ft): **4.3**
DATE OF READING: **9/30/2019**
EST. W.S.W.T. (ft):
DATE STARTED: **9/26/19**
DATE FINISHED: **9/26/19**
DRILLED BY: **OG, MC**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							**fine SAND with silt and clay lumps, plastic pieces and trace of gravel (fill)**, brown, [SP-SM]	9.2	14.2		
		7-8-11	19				**fine SAND with silt, broken shell and clay lumps (fill)**, brown, [SP-SM]				
		7-5-4	9	▼							
5		3-5-2	7					10.5	21.2		
		6-6-7	13				**fine SAND with clay and broken shell**, gray, [SP-SC]				
		5-4-4	8								
10		2-2-3	5								
							fine SAND with broken shell, grey, [SP]				
15		5-6-7	13				**fine SAND with silt, broken shell and occasional cemented rock layers**, gray, [SP-SM]				
20		5-7-7	14				**fine SAND with broken shell**, grey, [SP]				
							fine SAND with silt and broken shell, gray, [SP-SM]				
25		11-14-18	32								
30		8-10-13	23				**silty fine SAND with broken shell**, gray, [SM]				

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.19000108.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Prominade for Riverfront Park**

Cocoa, Florida

BORING DESIGNATION: **B1**
SECTION: TOWNSHIP: **SOUTH**

SHEET: **2 of 2**
RANGE: **EAST**

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
35		4-3-2	5					19.8	38.2		
40		3-3-3	6								
							fine SAND with silt, broken shell and occasional cemented rock layers, gray, [SP-SM]				
45		3-2-4	6								
50		5-5-6	11								
55		5-8-8	16								
60		7-10-11	21				BORING TERMINATED AT 60'				

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.19000108.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Prominade for Riverfront Park**
Cocoa, Florida
CLIENT: **City of Cocoa**
LOCATION: **SEE BORING LOCATION PLAN**
REMARKS:

BORING DESIGNATION: **B2** SHEET: **1 of 2**
SECTION: TOWNSHIP: **SOUTH** RANGE: **EAST**

G.S. ELEVATION (ft):
WATER TABLE (ft): **5.9**
DATE OF READING: **9/30/2019**
EST. W.S.W.T. (ft):

DATE STARTED: **9/26/19**
DATE FINISHED: **9/26/19**
DRILLED BY: **OG, MC**
TYPE OF SAMPLING:

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./ HR.)	ORG. CONT. (%)
0							**fine SAND with silt, traces of roots and clay lumps (top soil),** dark brown, [SP-SM]				
							fine SAND with silt, clay lumps and trace of broken shell (fill), brown, [SP-SM]	9.4	18.3		
							fine SAND with broken shell and heavy gravel (fill), grey, [SP]				
5		3-4-4	8	▼							
		3-7-6	13				**fine SAND with broken shell,** grey, [SP]				
10		4-3-3	6								
		1-4-8	12				**fine SAND with clay anf broken shell,** gray, [SP-SC]				
15											
20		4-5-6	11								
25		8-13-8	21				**fine SAND with silt,** gray, [SP-SM]				
								13.4	24.9		
30		12-15-14	29								

STANDLOG

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0330.19000108.0000
REPORT NO.:	
APPENDIX:	A

PROJECT: **Prominade for Riverfront Park**

Cocoa, Florida

BORING DESIGNATION: **B2**
SECTION: TOWNSHIP: **SOUTH**

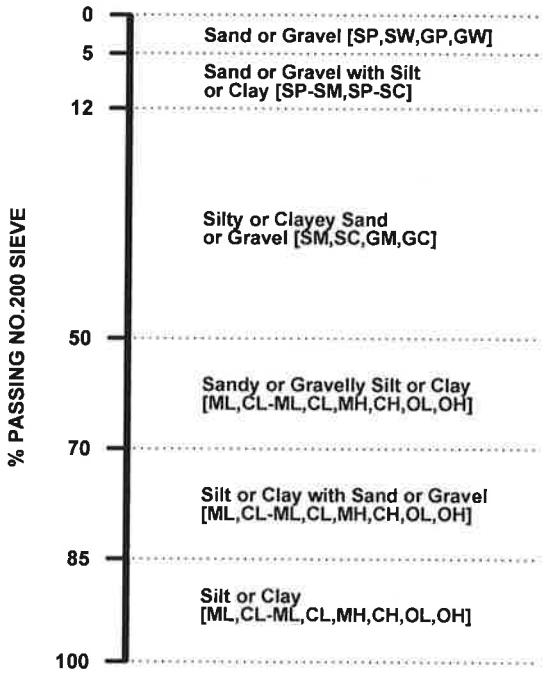
SHEET: **2 of 2**
RANGE: **EAST**

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./ HR.)	ORG. CONT. (%)
35		7-11-7	18								
40		2-6-9	15								
							clayey fine SAND, grey, [SC]				
45		2-2-3	5								
50		4-4-6	10					13.6	21.4		
							fine SAND with silt and occasional cemented rock layers, gray, [SP-SM]				
55		6-7-8	15								
60		4-4-4	8				BORING TERMINATED AT 60'				

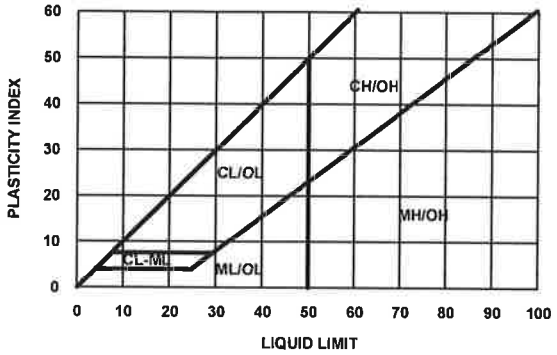
STANDLOG

KEY TO BORING LOGS

SOIL CLASSIFICATION CHART*



UNIVERSAL ENGINEERING SCIENCES, INC.



PLASTICITY CHART

GROUP NAME AND SYMBOL

COARSE GRAINED SOILS

- WELL-GRADED SANDS [SW]
- POORLY-GRADED SANDS [SP]
- POORLY-GRADED SANDS WITH SILT [SP-SM]
- POORLY-GRADED SANDS WITH CLAY [SP-SC]
- SILTY SANDS [SM]
- CLAYEY SANDS [SC]
- SILTY CLAYEY SANDS [SC-SM]
- WELL-GRADED GRAVELS [GW]
- POORLY-GRADED GRAVELS [GP]
- POORLY-GRADED GRAVELS WITH SILT [GP-GM]
- POORLY-GRADED GRAVELS WITH CLAY [GP-GC]
- SILTY GRAVELS [GM]
- CLAYEY GRAVELS [GC]

FINE GRAINED SOILS

- INORGANIC SILTS SLIGHT PLASTICITY [ML]
- INORGANIC SILTY CLAY LOW PLASTICITY [CL-ML]
- INORGANIC CLAYS LOW TO MEDIUM PLASTICITY [CL]
- INORGANIC SILTS HIGH PLASTICITY [MH]
- INORGANIC CLAYS HIGH PLASTICITY [CH]

HIGHLY ORGANIC SOILS

- ORGANIC SILTS/CLAYS LOW PLASTICITY [OL]**
- ORGANIC SILTS/CLAYS MEDIUM TO HIGH PLASTICITY [OH]**
- PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS [PT]**

IN ACCORDANCE WITH ASTM D 2487 - UNIFIED SOIL

* CLASSIFICATION SYSTEM.

** LOCALLY MAY BE KNOWN AS MUCK.

RELATIVE DENSITY

(SAND AND GRAVEL)

VERY LOOSE - 0 to 4 Blows/ft.
LOOSE - 5 to 10 Blows/ft.
MEDIUM DENSE - 11 to 30 Blows/ft.
DENSE - 31 to 50 Blows/ft.
VERY DENSE - more than 50 Blows/ft.

CONSISTENCY

(SILT AND CLAY)

VERY SOFT - 0 to 2 Blows/ft.
SOFT - 3 to 4 Blows/ft.
FIRM - 5 to 8 Blows/ft.
STIFF - 9 to 16 Blows/ft.
VERY STIFF - 17 to 30 Blows/ft.
HARD - more than 30 Blows/ft.

NOTES:
8* - DENOTES DYNAMIC CONE PENETROMETER (DCP) VALUE
R - DENOTES REFUSAL TO PENETRATION
P - DENOTES PENETRATION WITH ONLY WEIGHT OF DRIVE HAMMER
N/E - DENOTES GROUNDWATER TABLE NOT ENCOUNTERED

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



EXHIBIT 1

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

Telephone: 301/565-2733
e-mail: info@geoprofessional.org www.geoprofessional.org

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Cocoa Promenade Project

City of Cocoa, Florida

APPENDIX B – City of Cocoa Utilities Technical Provisions and Standard Details

The City of Cocoa Utilities Technical Provisions and Standard Details

















The City of Cocoa Utilities

TECHNICAL PROVISIONS AND STANDARD DETAILS MANUAL



John A. Walsh, P.E.
Utilities Director

Manual Committee
Utilities Engineering Division
Utilities Water Field Operations Division
Utilities Wastewater Division

Effective June 1, 2017

(Refer to Page IX for "Technical Provision Revisions")

Utilities Department
351 Shearer Boulevard I Cocoa, FL 32922
Phone: (321) 433-8700 I Fax: (321) 433-8708

June 1, 2017

Subject: City of Cocoa Technical Provisions

To Whom It May Concern:

Enclosed is the current revision of Cocoa's Technical Provisions. Construction of all potable water, reclaimed water, and sanitary sewer facilities shall conform to these Technical Provisions to be accepted for transfer of ownership and maintenance by the City of Cocoa. The City of Cocoa proudly supports and requires buying USA domestic materials whenever possible.

Please note this document is date sensitive and will be updated on a regular basis. For the most recent version, please contact the Engineering Division at 321-433-8797 or online at www.cocoafl.org/. The document is located under the Department Tab then Utilities. If you see areas in this document that should be updated, please email your comments to the Engineering Supervisor George Toler at gtoler@cocoafl.org.

Sincerely,

John A. "Jack" Walsh, P.E.
Utilities Director
City of Cocoa

1. WATER – POTABLE AND RECLAIMED

June 1, 2017

Table of Contents

1.1 SCOPE OF WORK 1
1.1.1 GENERAL 1
1.1.2 DEFINITIONS 2
1.1.3 ABBREVIATIONS 4

1.2 MATERIAL SPECIFICATIONS 6
1.2.1 PIPE 6
1.2.1.1 Polyvinyl Chloride Pressure Pipe, 4"-12" 6
1.2.1.2 Fusible Polyvinyl Chloride Pipe, 4” thru 12" 6
1.2.1.3 Ductile Iron Pipe 6
1.2.1.4 High Density Polyethylene (HDPE) Pipe 6
1.2.1.5 Reclaimed Water 6
1.2.2 VALVES, VALVE BOXES AND VALVE EXTENSIONS 7
1.2.2.1 Resilient Seat Gate Valves, 4"- 36" 7
1.2.2.2 Butterfly Valves, 16" and larger 7
1.2.2.3 Valves, 2" 8
1.2.2.4 Valve Boxes 8
1.2.2.5 Valve Extensions 8
1.2.2.6 Valve Box Debris Shield 8
1.2.2.7 Insert Valve Specification 9
1.2.3 BACKFLOW PREVENTERS 9
1.2.3.1 Fireline Check Valves 9
1.2.3.2 Meter Station Backflow Preventer 10
1.2.3.3 Backflow Preventer Certification Test 10
1.2.4 FITTINGS 10
1.2.4.1 Cast Iron 10
1.2.4.2 Ductile Iron, 4"-16" 10
1.2.4.3 Bolts 10
1.2.4.4 Tapping Sleeve 11
1.2.4.5 Line Stop Sleeve Specifications 11
1.2.5 FIRE HYDRANTS 12
1.2.6 SERVICE CONNECTIONS, 3/4"-2" 12
1.2.6.1 Saddles 13
1.2.6.2 Curb Stops, 3/4" - 2" 13
1.2.6.3 Corporation Stops, 3/4" - 2" 14
1.2.6.4 Meter Boxes 14

1.3 PROTECTION OF PROPERTY AND OBSTRUCTIONS 14
1.3.1 PROTECTION 14
1.3.2 OBSTRUCTIONS 14
1.3.3 EXISTING ASBESTOS CEMENT WATERMAINS 15

1.4 TRENCH PREPARATION 15
1.4.1 EXCAVATION 15
1.4.2 SHORING AND BRACING 15
1.4.3 DE-WATERING 16

1.5 PIPE LINE CONSTRUCTION 16
1.5.1 GENERAL 16
1.5.2 MATERIAL HANDLING 16
1.5.2.1 Precautions 16
1.5.2.2 Damaged Materials 16
1.5.2.3 Storage 17
1.5.3 INSPECTION OF MATERIALS 17
1.5.4 PIPE PLACEMENT 17
1.5.5 LOCATING WIRE 18
1.5.6 SERVICE LINE LOCATION 18
1.5.7 BACKFILLED MATERIAL AND INSPECTION 18
1.5.8 VALVES AND FITTINGS 19
1.5.9 FIRE HYDRANTS 19
1.5.10 RESTRAINED PIPE JOINTS 20
1.5.11 THRUST BLOCKS AND COLLARS 20
1.5.12 JACK AND BORE, PIPE INSTALLED IN CASINGS 20
1.5.13 HORIZONTAL DIRECTIONAL DRILLING 20
ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLING: 21
1.5.14 BLOWOFFS 22

1.6 TIE-INS TO EXISTING SYSTEMS 23
1.6.1 GENERAL 23
1.6.1.1 Mains 8" and smaller 23
1.6.1.2 Mains 10" and larger 23

1.7 TESTING 24
1.7.1 GENERAL 24
1.7.2 JUMPER METER ASSEMBLY 24
1.7.3 FLUSHING AND SWABBING 26

1.7.4 HYDROSTATIC TEST 27
1.7.5 LEAKAGE TEST 27

1.8 DISINFECTION & BACTERIOLOGICAL TESTING 28
1.8.1 GENERAL 28

1.9 CONNECTION TO EXISTING SYSTEM 30
1.9.1 GENERAL 30
1.9.2 TAPPING AND LINESTOP PROCEDURES 30

1.10 FINAL CLEAN-UP AND ACCEPTANCE 31
1.10.1 GENERAL 31

1.11 FIRE SERVICE 32
1.11.1 GENERAL 32

1.12 CONNECTION OF BUILDINGS OVER FOUR FLOORS 32
1.12.1 GENERAL 32

1.13 BACKFLOW PREVENTERS 32
1.13.1 GENERAL 32

1.14 RECORD DRAWINGS 33
1.14.1 GENERAL 33

2. WASTEWATER

June 1, 2017

Table of Contents

2.1 SCOPE OF WORK 35
2.1.1 GENERAL 35

2.2 MATERIAL SPECIFICATIONS 35
2.2.1 GENERAL 35
2.2.2 CONCRETE STRUCTURES 35
2.2.2.1 Precast Manholes 35
2.2.2.2 Flotation Uplift of Fiberglass Manhole 35
2.2.3 PIPE 36
2.2.3.1 PVC Pipe and Fittings, DR35 36
2.2.3.2 PVC Pipe, DR-18 36
2.2.3.3 Ductile Iron 36
2.2.4 MANHOLE ACCESS COVERS 36
2.2.4.1 Cast Iron 36
2.2.4.2 Aluminum 36
2.2.5 COATINGS 37
2.2.5.1 Water Based Acrylic 37
2.2.5.2 HDPE Sheet Lining 37
2.2.5.3 Exposed Piping 37
2.2.6 MISCELLANEOUS MATERIALS 37
2.2.6.1 Manhole Steps 37
2.2.6.2 Hardware 37

2.3 CONSTRUCTION 38
2.3.1 LOCATION AND GRADE OF SEWERS 38
2.3.2 MATERIAL HANDLING 38
2.3.2.1 Precautions 38
2.3.2.2 Damaged Materials 39
2.3.2.3 Storage 39
2.3.3 TRENCH EXCAVATION, SHORING, AND SHEETING 39
2.3.3.1 Trenches 39
2.3.3.2 Shoring, Sheeting, and Bracing of Excavations 39
2.3.4 CONTROL OF WATER 39
2.3.4.1 Equipment 39
2.3.4.2 Ground Water 40
2.3.4.3 Static Water 40

2.3.5 PIPE PLACEMENT AND JOINTING 40
2.3.6 MATERIAL FOR BEDDING AND BACKFILLING 40
2.3.6.1 Unsuitable Material 40
2.3.6.2 Suitable Material 41
2.3.7 MANHOLE INSTALLATION 41
2.3.7.1 Base Unit 41
2.3.7.2 Manhole Channel 41
2.3.7.3 Joints 41
2.3.7.4 Non-Shrink Grout 41

2.4 WATER MAIN CROSSINGS 42
2.4.1 GENERAL 42

2.5 SERVICE CONNECTIONS 42
2.5.1 GENERAL 42
2.5.1.1 Connecting to Manholes 42

2.6 FIELD TESTING OF SEWER SYSTEMS 42
2.6.1 GENERAL 42
2.6.1.1 Visible Leaks 43
2.6.1.2 Televised Inspection 43
2.6.1.3 Pressure Testing 43
2.6.1.4 Vacuum Testing of Manholes 44

2.7 RECORD DRAWINGS 45
2.7.1 GENERAL 45

2.8 FORCE MAIN VALVES 46
2.8.1 GENERAL 46

2.9 LIFT STATIONS 46
2.9.1 PRECAST WET WELLS 46
2.9.2 WET WELL ACCESS COVERS 46
2.9.3 COATINGS 47
2.9.3.1 HDPE Sheet Lining 47
2.9.3.2 Exposed Piping 47
2.9.4 SUBMERSIBLE LIFT PUMPS 47
2.9.5 VALVE PIT 48
2.9.6 CHECK VALVES 48

2.9.7 GATE VALVES 48
2.9.8 CONTROL PANEL 48
2.9.8.1 Disconnect Panel 50
2.9.8.2 SCADA 50
2.9.8.3 Surge Protection 50
2.9.8.4 Variable Frequency Drive 51
2.9.9 EMERGENCY GENERATOR 51

2.10 CONDUIT 51

APPENDICES – POTABLE, RECLAIMED, & SEWER

June 1, 2017

APPENDIX A APPROVED MATERIALS

VALVES AND ACCESSORIES 52

SERVICE MATERIALS 54

PIPE MATERIALS AND APPURTENANCES 55

PIPE FITTINGS 56

HYDRANTS 57

FIRELINES 58

WASTEWATER CATEGORY 58

APPENDIX B APPROVED DRAWINGS AND DETAILS

MASTER METER ASSEMBLY 59

3 IN AND LARGER METER WITH BACKFLOW 62

A.C. PIPE TIE-IN 63

ALIGNMENT RING 64

BLOW-OFF DETAIL 65

CANAL OR DRAINAGE DITCH CROSSING 68

DOUBLE CHECK DETECTOR ASSEMBLY 69

DOUBLE LINE STOP DETAIL 70

FIRE HYDRANT DETAIL 71

GATE VALVE & FITTING DETAIL 72

GATE VALVE & VALVE BOX DETAIL 73

JACK AND BORE 74

JUMPER & METER ASSEMBLY 75

LINE STOP DETAIL 76

LOCATING WIRE DETAIL 77

N PATTERN DOUBLE CHECK DETECTOR ASSEMBLY 78

POLY WRAP 79

RESTRAINED PIPE TABLE WATER AND RECLAIMED 80

APPENDICES – POTABLE, RECLAIMED, & SEWER

June 1, 2017

SOLID SLEEVE DETAIL 81
STORM DRAIN CROSSING 82
SWALE CROSSING 83
TAPPING SADDLE AND VALVE 84
THRUST BLOCK NOTES & DETAILS 85
THRUST COLLAR WATER AND RECLAIMED 86
TYPICAL BORE PLAN 88
TYPICAL LOT SERVICE LINE LOCATION 89
TYPICAL REQUIRED SEPARATION 90
TYPICAL SERVICE LINE 91
VALVE EXTENSION STEM 92
VALVE INSERT FOR A.C. PIPE 93
TYPICAL MANHOLE 94
TYPICAL MANHOLE WITH OUTSIDE DROP 95
FORCE MAIN CONNECTION TO MANHOLE 96
MANHOLE INVERT 97
MANHOLE RING AND COVER 98
LIFT STATION SITE PLAN 99
LIFT STATION 100
ELECTRICAL ELEVATIONS 104
AIR RELEASE VALVE 110
CHECK VALVE VAULT 111
SINGLE SERVICE DETAIL 112
DOUBLE SERVICE DETAIL 113
TRANSITION COUPLING 114
TYPICAL SERVICE 115

TECHNICAL PROVISION REVISIONS

DATE	SPECIFICATION #	DRAWING	APPROVED MATERIAL	COMMENTS
10/17/13	2. Wastewater Appendices A & B			Changed page numbers from 39 to 117
10/17/13	2. Wastewater Appendices A & B			Updated Table of Contents page numbers
11/6/13			Tapping Sleeves	Added "Bolt Bracket" to Line 6
11/6/13			Tapping Sleeves	Added "TPS" Triple Tap Tapping Sleeve
11/6/13	Section 2.2.2.1			Added paragraph for Boot Connectors
11/6/13		3" & LARGER METER WITH BACKFLOW PREVENTER		Modified Drawing
11/6/13		DOUBLE LINE STOP DETAIL		Modified Drawing
11/6/13		LINE STOP DETAIL		Modified Drawing
11/6/13		TAPPING SADDLE AND VALVE		Modified Drawing
11/6/13		TYPICAL MANHOLE		Modified Drawing
11/6/13		TYPICAL MANHOLE WITH OUTSIDE DROP		Modified Drawing
11/6/13		FORCE MAIN CONNECTION TO MANHOLE		Modified Drawing
12/17/13			McWane Ductile Iron	Added McWane Ductile Iron to approved materials
11/7/14		TYPICAL REQUIRED SEPARATION		Modified Drawing
12/15/14				Replaced City of Cocoa Logo and Letterhead in the City of Cocoa Utilities TP&SD Manual
4/25/17		MASTER METER ASSEMBLY PLAN		Added New Original Drawing
4/25/17		MASTER METER ASSEMBLY METER		Added New Original Drawing
4/25/17		MASTER METER ASSEMBLY DOUBLE CHECK BYPASS		Added New Original Drawing

1. WATER – POTABLE AND RECLAIMED

1. WATER – POTABLE AND RECLAIMED

June 1, 2017

1.1 SCOPE OF WORK

1.1.1 GENERAL

All potable water and reclaimed water mains and appurtenances must be installed in accordance with the City of Cocoa Utilities Department's Technical Provisions and Standard Details, the City of Cocoa Utilities Department Utilities Handbook and the approved plans, for the Construction of the Water Distribution System and the Water Reclamation System. Contractor requirements include:

- Furnishing all labor, materials, tools and equipment necessary or incidental to the construction.

- Obtaining and paying for all permits, inspections, and other official fees in connection with the work.

- Arranging a pre-construction conference with the Engineering Inspection Division. **All fees must be paid prior to pre-construction meeting.** It is required that the pre-construction meeting be held prior to ordering materials.

- Scheduling materials inspection (24 hours notice), open ditch inspection, pressure/leakage test, and final inspection.

- Provide all documents per the project requirement letter, including but not limited to As Built Drawings, Bills of Sale, Easements, etc.

Any deviation from these requirements must be approved in writing by the Utilities Director or his designee prior to commencement of construction.

Fees charged by the City are set by City Council by resolution and are listed on the appendix "Water Service Rates and Charges" made a part of the Utilities Handbook. Fees are subject to change without notice. The most current fees will be charged.

The Utilities Department and Engineering Division are located at 351 Shearer Blvd., Cocoa, Florida, 32922. The Dispatch telephone number is (321) 433-8718; facsimile number is (321) 433-8708.

1.1.2 DEFINITIONS

The term "**approved equal**" is used to mean a part or item that has been approved in writing by the Technical Provision and Standard Details Advisory Committee or the Utilities Director. A written request must be made in order to have an item accepted as an approved equal. Written specifications on the part or item must be furnished with the request.

Approved Tapping/Linestop Contractor - A Contractor who has been approved by the Engineering Division to perform taps or linestops within the Cocoa Water System. Some contractors are only allowed to perform .75" – 2.00" taps for themselves on their on Projects, they may not perform taps for anybody else.

Backflow Preventer Assembly - A Backflow assembly is an approved, testable assembly composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

Bonafide Tapping Contractor - Means the Contractor is in the business of doing taps or line stops.

Canal - A trench, the bottom of which is normally covered by water, with the upper edges of its two sides normally above water.

City - Means the City of Cocoa.

Collection Mains – Wastewater gravity mains.

Competent Person - A person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Distribution Main – Any water twelve inches (12") and smaller.

Domestic - Means made or manufactured in the USA.

Drainage Ditch or Irrigation Ditch - A man-made trench which is dug for the purpose of draining water from the land or for transporting water for use on the land and which is not built for navigational purposes.

Force Main – Wastewater main under pressure.

Manual - City of Cocoa Utilities Technical Specification and Standard Details Manual

Normal Working Day - Monday through Friday, excluding CITY holidays.

Normal Working Hours - Hours are between the hours of 8:00 a.m. to 5:00 p.m. of a NORMAL WORKING DAY.

Passivated – Treated or coated metal to reduce the chemical reactivity of its surface.

Stainless Steel - A steel alloy with a minimum of 10.5% to 11% chromium.

Substantial Completion - The point when the construction project has been finished to the point that the City of Cocoa can use the project for the purpose it was intended.

Swale - A man-made trench which:

A. Has a top width-to-depth ratio of the cross-section equal to or greater than 6:1, or side slopes equal to or greater than three feet horizontal to one foot vertical;
B. Contains contiguous areas of standing or flowing water only following a rainfall event;
C. Is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake;
D. Is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.

Technical Provision and Standard Details Committee - Committee whose members shall consist of the manager, or their designee, of the following UTILITIES divisions: Engineering, Inspections, WFO, Wastewater. The committee evaluates and proposes revisions for the design standards, specifications, drawings, products and procedures for the TPSD.

Transmission Main – Any water main sixteen inch (16”) and larger. Fourteen inch (14”) pipelines are not acceptable.

Utilities - Utilities Department of the City of Cocoa, Cocoa, Florida, and/or its designated representative(s).

Whenever a specification from a specific source is cited, the most current revision of that specification will be used. **The word "shall" is mandatory, and the word "may" is permissive.**

Unless otherwise specified, "**City**" means City of Cocoa; "**Utilities Department**" means City of Cocoa Utilities Department; "**Engineering Division**" means City of Cocoa Utilities Department, Engineering Division, **“Inspections”** means City of Cocoa Engineering Inspections Division.

1.1.3 ABBREVIATIONS

American Association of State Highway and Transportation Officials - AASHTO
Asbestos Cement - AC
Association of PVC Pipe Manufacturers - Uni-Bell
American National Standards Institute - ANSI
American Society of Civil Engineers - ASCE
American Society of Mechanical Engineers - ASME
American Society for Testing and Materials - ASTM
American Water Works Association - AWWA
American Water Works Association Tapered Thread - CC
American Society of Sanitary Engineers - ASSE
Automatic Transfer Switch - ATS
City of Cocoa - CoC
Copper Clad Steel - CCS
Copper Development Association - CDA
Dimension Ratio - DR
Double Check Detector Assemblies - DCDA
Dry Film Thickness - DFT
Ductile Iron Pipe Research Association - DIPRA
Ductile Iron Pipe - DIP
Engineer of Record - EOR
Florida Administrative Code - FAC
Florida Department of Environmental Protection - FDEP
Florida Department of Transportation - FDOT
Florida East Coast Rail Road - FECRR
Foundation for Cross-Connection Control and Hydraulic Research - FCCCHR
Flange - Fl
Factory Mutual - FM
Horizontal Directional Drilling - HDD
Jack and Bore - J&B
Maintenance of Traffic - MOT
Manual On Uniform Traffic Control Devices - MUTCD
National Association of Corrosion Engineers - NACE
National Fire Protection Association - NFPA
National Sanitation Foundation - NSF
National Standard Thread - NST
Non-rising stem - NRS
Original Equipment Manufacturer - OEM
Outside Screw and Yoke - OS&Y
National Pollution Discharge Elimination System - NPDES

Polyvinylchloride - PVC
Portable Changeable Message Signs - PCMS
Precautionary Boil Water Notice - PBWN
Project Manager - PM
Pounds per Square Inch - PSI
Raised Pavement Marker - RPM
Reduced Pressure Zone Assembly - RPZ
Reinforced Concrete Pipe - RCP
Stainless Steel - SS
Technical Provision and Standard Details - TPSD
Traffic Control Plan - TCP
Underwriters Laboratories - UL
Unified Numbering System - UNS
Utilities Department - UD
Variable Frequency Drive - VFD

1.2 MATERIAL SPECIFICATIONS

1.2.1 PIPE

1.2.1.1 Polyvinyl Chloride Pressure Pipe, 4"-12"

Polyvinyl chloride pressure pipe (sizes 4" through 12") will be cast iron pipe equivalent outside diameter Class 235 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral solid-wall bell or coupling with the same DR as the barrel. All PVC pipe and couplings will bear the UL label and NSF approval for potable water.

1.2.1.2 Fusible Polyvinyl Chloride Pipe, 4” thru 12"

Polyvinyl chloride pressure pipe (size 4" through 12”) will be cast iron pipe equivalent outside diameter and a pressure rating of 235 p.s.i. (DR 18) conforming to AWWA specification C900 and will be blue or white in color. Fusible PVC pipe shall be supplied by Underground Solutions, Inc. It shall be installed in accordance with the suppliers’ specifications. All PVC pipe will bear the UL label and NSF approval for potable water.

1.2.1.3 Ductile Iron Pipe

Ductile iron pipe will be cement-lined pressure Class 350 for 12-inch diameter and smaller and Class 250 for 14-inch and larger conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer and approved by the Utilities Department prior to installation. Water mains that are less than 10 feet apart from building foundations or other permanent objects will be ductile iron pipe. In no case will water mains be located less than 5 feet from foundations. The above distances will be doubled for water mains larger than 8" in diameter. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape, and shall be blue for water mains.

1.2.1.4 High Density Polyethylene (HDPE) Pipe

HDPE pipe is generally not accepted in the City of Cocoa water system, except as a carrier pipe for a pressurized utility main.

1.2.1.5 Reclaimed Water

PVC pipe installed in reclaimed water systems will be Class 235 (DR 18) conforming to AWWA specification C900 and will be purple in color. Ductile iron pipe installed

in the reclaimed water system will be pressure Class 350 for 12" and smaller and pressure Class 250 for 14" and larger, provided 3 feet of cover can be maintained. Where cover is less than 3 feet, pressure Class 350 is required. Polyethylene sleeve conforming to AWWA specification C105 will be provided for all installations. The polyethylene sleeve will be sealed with tape, and shall be purple for reclaimed water mains.

1.2.2 VALVES, VALVE BOXES AND VALVE EXTENSIONS

1.2.2.1 Resilient Seat Gate Valves, 4"- 36"

Resilient seat gate valves will have mechanical joint ends as manufactured by American Flow Control; AVK; M&H; U.S. Pipe; Clow; Mueller or an approved equal. The resilient seat gate valves must conform to AWWA specification C509 or C515 and be manufactured in the U.S.A. Resilient seats will be of natural or synthetic rubber and be fully encapsulated to gate. Valves will have 18-8 Type 304 Stainless Steel bolts and nuts. The interior and exterior of the valve body will be fusion bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion-resistant seat. The coating must be applied in a manner to withstand the action of line fluids and operation of the sealing gate under long-term service. Valve seats must seal by compression only. Wedging or sliding of the resilient seat is not acceptable. Valves will be supplied with 2"-square operating nuts and be designed to provide a bubble tight seal regardless of direction of flow. Opening the valve will be in the counterclockwise direction. Valves 16” and larger will have Bevel Gear Operators. For gate valves 16” and larger to be stood up straight, the 2” operating nut must have 12” of cover. Engineer of Record or Contractor must demonstrate the 12” of cover over the 2” operating nut can be achieved by showing all pertinent dimensions. Tapping valves shall have a centering ring.

1.2.2.2 Butterfly Valves, 16" and larger

Butterfly valves shall be used for above ground service. Butterfly valves shall have flanged ends, be rubber seated, 90^{o} tight closing type, short body. The interior and exterior will be fusion bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 316 Stainless Steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 3 and 4 of AWWA specification C504. The valve seat will be of molded natural or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless steel seat surface. The gear ratio will be such as to require not more than 50 foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be supplied if the allowable operator input is less than

450 foot pounds. Butterfly valves will have a factory installed handwheel. The valve will open when the operator nut is turned counterclockwise. **Butterfly valves will not be used for buried service.**

1.2.2.3 Valves, 2"

Two-inch valves for use with the 2" blow-off gate valve will be rated at 125 SWP or 200 WOG. All 2" gate valves must meet all EPA and DEP requirements regarding lead and zinc contents. Brass fittings and 2" brass wheel valves are shall be used on blow-offs. All valves must be manufactured in the U.S.A.

1.2.2.4 Valve Boxes

Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by East Jordan Iron Works or Tyler and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a circular cast iron top and bottom section. The depth must be determined and the appropriate valve box must be installed. No PVC or Ductile is permitted in the valve box. Boxes must be set flush with finished ground surface in such a manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "WATER" or "SEWER" or "REUSE", as appropriate, cast on the top. A concrete pad (24" L x 24" W x 4" D) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot.

1.2.2.5 Valve Extensions

If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved equal to be determined by the Engineering Supervisor or his/her designee.

1.2.2.6 Valve Box Debris Shield

All buried valves 4-inch through 12-inch requiring a valve box shall be furnished with a valve box shield (alignment device). The device shall minimize debris infiltration and center the valve box over the operating nut. The device shall be of HDPE or plastic and colored white or black. It shall be furnished in two pieces that will lock together under the operating nut without requiring the removal of the operating nut. The device shall not affect the operation of the valve. No one-piece device will be accepted. The device shall be Box Lok, American or approved equal.

1.2.2.7 Insert Valve Specification

The Insert Valve shall conform to the following:

The Ductile Iron 250 p.s.i.g. Insert Valve shall be a Resilient Wedge Gate Valve designed for use in potable water, raw water, reclaimed water, wastewater and backflow control systems. The host pipe shall not be a permanent component of the Insert Valve. The ductile iron body, bonnet and wedge provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515. Insert Valve shall be ductile iron construction meeting ASTM A536 Grade 65-45-12.Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The Insert Valve shall have a 250 psig maximum working pressure. The pressure rating markings must be cast into the body of the insert valve. The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel. The insert valve is fully epoxy coated on the interior and the exterior. Valve shall be coated with a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61.The stuffing box, operating stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and or replaceable under pressure.

See Appendix “A” Approved Materials for approved Insert gate valves.

1.2.3 BACKFLOW PREVENTERS

1.2.3.1 Fireline Check Valves

Check valves for fire line systems will be the Double Check Detector Assemblies (DCDA) manufactured by Febco, Watts, Ames, Apollo or Wilkins, in accordance with AWWA specification C510, ASSE 1048, UL 1469. Check valves must have bronze seats. DCDA must be supplied with a ¾-inch by-pass assembly. DCDA will be accepted as a complete approved assembly in accordance with the section on "Cross-Connection Control and Backflow Prevention" in the Utilities Handbook. The Utilities Department will inspect the interior of the DCDA prior to installation. DCDA must be installed horizontally above ground in a grassed or non-traffic area. The DCDA will be installed with 24" minimum and 30” maximum clearance from finished grade. “N” shaped DCDA will be accepted on a case-by-case basis. Fire

lines requiring an RPZ will be handled on a case by case base. The Utilities Department shall paint the DCDA, to be paid for by the Developer/Contractor.

1.2.3.2 Meter Station Backflow Preventer

Backflow Preventers for the large meter stations are a Reduced Pressure Zone Assembly and manufactured in accordance with AWWA C-511. The assembly will be installed so as the relief valve opening will be a minimum of 12” above concrete slab. If the meter station is in a planter, the top of the planter is considered the flood rim and the relief valve opening shall be 12” above the flood plain rim. The Utilities Department shall paint the meter station assembly, to be paid for by the Developer/Contractor.

1.2.3.3 Backflow Preventer Certification Test

The Contractor will provide test certifications on the jumper backflow preventer before jumper is placed into service. Backflow preventers on fire-line and meter stations will have test certifications submitted and approved prior to final inspection.

1.2.4 FITTINGS

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket joint field restraint system, such as "Field Lok" as manufactured by U.S. Pipe or an approved equal. All fittings must be manufactured in the U.S.A.

1.2.4.1 Cast Iron

Cast iron fittings will be AWWA specification C110; Class 250, cement lined with inside seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape).

1.2.4.2 Ductile Iron, 4"-16"

Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mils polyethylene (sealed with tape).

1.2.4.3 Bolts

All buried mechanical joint bolts and nuts must be CORTEN Steel. All above ground bolts and nuts for flanged fittings must be 18-8 Type 304 stainless steel. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

1.2.4.4 Tapping Sleeve

Tapping sleeves on mains 4" to 12" in diameter will be ductile iron body mechanical joint type or All Stainless Steel Sleeve.

The All Stainless Steel Sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass through bolt design and full circumferential gasket to provide 360° seal around the pipe. The tapping sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage.

Sleeves on mains 16" to 24" in diameter will be fabricated steel with O-ring seal, fusion bonded, epoxy coated with 304 stainless steel nuts and bolts or M.J. ductile iron body. Sleeves on mains larger than 24" will be handled on a case-by-case basis.

Tapping Sleeves for reinforced concrete mains will be handled on a case-by-case basis. The sleeves will have a fusion bonded epoxy coating on the entire body and throat assembly. The straps and bolts shall be 18-8 Type 304 stainless steel.

The tapping valve must have centering ring and conform to Section 2.2.1 -Resilient Seat Gate Valves in these Technical Provisions.

Tapping saddles to be placed on asbestos concrete (AC) pipe shall be a JCM 432 All Stainless Steel Sleeve or equal.

1.2.4.5 Line Stop Sleeve Specifications

Sizes 4" through 12"

Sleeve/Body

The entire Line Stop sleeve shall be fabricated from 304 Stainless Steel. They shall have a pass through bolt design and provide 360° seal around the pipe. The line stop sleeve is to be fully passivated to return the stainless steel to its highest corrosion resistance stage. Outlet on sleeve will be full port, ie. on 8" sleeve, outlet will be 8", on 6" sleeve, outlet will be 6".

Bolts, Nuts & Washers

18-8 Type 304 Stainless Steel, the bolts shall be track head type and furnished with permanently lubricated heavy-hex nuts and stainless washers.

Gasket

The full circumferential gasket shall be molded of synthetic rubber compounded for use with water salt solutions, mild acids, bases and sewage. The gasket shall have a gridded surface, be a full 1/4" thick with 304 stainless steel bridge plates

molded flush into the gasket and have a raised hydromechanical outlet seal to seal against line surges and water hammer.

Pressure Rating

The sleeves shall be rated at 150 PSI hydrostatic with a test pressure of 200 PSI on pipe with a full circumferential break.

Line Stop Sleeves shall be JCM 440 Line Stop Sleeve or approved equal.

1.2.5 FIRE HYDRANTS

Fire hydrants must be manufactured in accordance with AWWA specification C502. Hydrants must have bronze-to-bronze main seat threading surfaces. They will be traffic type with drain holes plugged at the factory. Fire hydrants will have 18-8 Type 304 Stainless Steel bolts and nuts (bonnet, traffic flange and shoe).

Hydrants will have a minimum 5-1/4" main valve opening, with one 4-1/2" pumper nozzle, and two 2-1/2" hose nozzles. Nozzles to have NST threads. Stem couplings are to be cast iron or stainless steel. The upper valve plate must be bronze. The hydrant shoe will be coated inside with fusion bonded epoxy, 6 mil minimum. All hydrants will be painted at the factory with Rustoleum high-performance epoxy 9100 system, non-lead, dry film thickness 5 to 8 mils, color #9143 Yellow. City crews will apply finish paint to each new fire hydrant after the Contractor has paid the appropriate fees.

Finish grade is to be established and the proper length hydrant installed be installed by the Contractor prior to acceptance by the City. All nozzles will be a minimum of 18" and a maximum of 24" above finished grade. A 6" mechanical joint hydrant connection will be provided using a hydrant valve-anchoring tee with integrally cast standard mechanical joint gland on 6" plain end branch. The Contractor will not be allowed to install risers on hydrants. At final inspection, if it is determined that a fire hydrant is not at grade, the Contractor shall purchase a proper length hydrant and install it under the direction of Utilities Inspection Department.

1.2.6 SERVICE CONNECTIONS, 3/4"-2"

All service connections will be single connections. Services that are 3/4" and 1" are to be type K annealed temper soft copper. All connections are to be of the flare type. 1-1/2" and 2" services are to be of type K drawn temper in straight lengths or annealed temper if furnished in coils. Absolutely no lead-based solder joints will be accepted. Any repairs of service lines will be by flare-to-flare coupling. No compression fittings will be accepted. Taps in the pipe will be the same nominal diameter as the service line. Service taps in PVC pipe will be drilled with a shellcutter designed to cut PVC pipe, the PVC plug will be removed.

1. WATER – POTABLE AND RECLAIMED

June 1, 2017

On January 4, 2014 the following specifications will be in effect for all brass fittings in contact with potable water.

Brass goods furnished under this specification shall be new and unused. All fittings shall conform to ANSI/AWWA Standard C800, latest revision.

All brass components in contact with potable water must be made from either CDA/UNS Brass Alloys C89520 or C89833 with a maximum lead content of .25% by weight. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. All service fittings shall be certified as suitable for contact with drinking water by an ANSI accredited organization in accordance with ANSI/NSF Standard 61. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy as specified above.

Brass saddles shall be made from CDA/UNS C83600 and are exempt from the "no lead" requirement.

1.2.6.1 Saddles

Saddles must be used for all connections to PVC, AC and D.I. pipe. Saddles must be all brass with "CC" threads as manufactured by Mueller Company, Ford Meter Box Company, or Smith-Blair Company. The pipe sizes for these manufacturers are noted below:

MUELLER: For pipe sizes 4" to 12", for 3/4" and 1" services, the single strap design must be used. For 1-1/2" and 2" services, the double strap design must be used.

FORD: For pipe sizes 4" to 12", for 3/4" and 1" services, the style 101B single strap design must be used. For 1-1/2" and 2" services, the style 202B double strap design must be used. For pipe sizes 16" and larger, for 3/4", 1", 1-1/2," and 2" services, the style 202B double strap design must be used.

SMITH-BLAIR: For pipe sizes 4" to 12", for 3/4" and 1" services, the 321 series single strap design must be used. For pipe sizes 4" and larger, for 1-1/2" and 2" services, the 323 series double strap design must be used.

An approved equal may be used in lieu of any of the above-listed designs/models.

1.2.6.2 Curb Stops, 3/4" - 2"

Curb stops 3/4" and 1" in size will be Flare-by-Meter Coupling. **Curb stops must have locking wings and a swivel meter nut.** Curb stops that are 1-1/2" or 2" will be flare-by-flange with locking wing or an approved equal. All curb stops shall be centered in the meter box and installed in a horizontal position.

1.2.6.3 Corporation Stops, 3/4" - 2"

All corporation stops for water service ¾” thru 2” will be brass and have “CC” inlet threads and copper flare outlet. 2” Corporation stops for “jumpers” will be “CC”-by- F.I.P.

1.2.6.4 Meter Boxes

Meter boxes are to be plastic with an iron flipper lid with a full pin hinge, Service locations will be permanently cut and painted on concrete curb or the street with a blue "W" for potable water or a purple "R" for reclaimed. Reclaimed services will be located at the opposite lot corner from water services where practical or with five feet minimum separation.

For larger 1-1/2 and 2-inch meters, 17” x 30” meter boxes shall be used.

For areas that are anticipated for high traffic areas, a traffic rate H-20 meter box shall be used. Reclaimed Water services will be set in purple meter boxes per section 2.6.4 above. They are also required to have a 3" x 5" permanent plastic tag, secured to the curb stop with a nylon tie wrap, will be supplied. Tags will be inscribed, "RECLAIMED WATER DO NOT DRINK". Brass fittings used for Reclaimed Water are exempt from the “no lead” requirement.

1.3 PROTECTION OF PROPERTY AND OBSTRUCTIONS

1.3.1 PROTECTION

Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountered in the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work.

1.3.2 OBSTRUCTIONS

All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans. Damage to other utilities will be at the Contractors expense.

If the contractor encounters any unforeseen obstructions during construction, he shall immediately cease work in that area and notify the project engineer. The project engineer shall design and provide detailed drawings to correct the situation. The drawings shall be submitted

to the Engineering Division for approval. After approval by the Engineering Division a set of approved drawings will be given to the contractor and they may resume work.

1.3.3 EXISTING ASBESTOS CEMENT WATERMAINS

In areas where existing asbestos cement water mains are existing, water main relocations or replacements may be necessary. If new construction of facilities is over, under, or near asbestos cement water mains, it shall require that the asbestos cement water main be changed out to poly vinyl chloride pipe or ductile iron pipe. New pipe material shall depend upon the type and location of the facilities being constructed. The Developers Engineer shall design the replacement and submit it for the Utilities Department approval. The Developer is responsible for all design, materials, labor, equipment, testing, and costs for the replacement. Contractor shall remove and dispose of AC pipe in accordance with FAC Codes 62-204.800 and 62-257.

1.4 TRENCH PREPARATION

1.4.1 EXCAVATION

A trench will be opened so that the pipe can be installed to the alignment and depth required. It will be excavated only so far in advance of pipe placement as necessary. The trench will be excavated to the depth required so as to provide a uniform and continuous bearing support for the pipe or undisturbed ground. Bell holes will be provided at each joint to permit jointing to be made and inspected properly.

During excavation, if ashes, cinders, muck or other organic material considered unsuitable uncovered at the bottom of the trench at sub-grade, it will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing characteristic of that area's soil condition. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a suitable foundation must be constructed. Excavated material will be piled in such a manner that it will not endanger work or obstruct natural watercourses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

1.4.2 SHORING AND BRACING

Open cut trenches must be sloped, shored or braced as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work. Trench bracing may be removed after backfilling has been completed or has been

brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate. Contractor is required to have a Competent Person designated and in charge at all times while workers are in the trench.

1.4.3 DE-WATERING

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of de-watering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

1.5 PIPE LINE CONSTRUCTION

1.5.1 GENERAL

All water mains, service lines and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Detail Sheet. Installation will conform to AWWA specification C600 except as modified herein.

Domestic water service can only come from a Distribution main. When water service is requested and the only water main available is a Transmission main, a large tap and section of pipe shall be installed on the Transmission Main for the water service.

The minimum size tap on a Transmission Main shall be a six (6) inch.

1.5.2 MATERIAL HANDLING

1.5.2.1 Precautions

Every precaution will be taken to prevent injury to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged or picked up by inserting forks into end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

1.5.2.2 Damaged Materials

If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

1.5.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean.

1.5.3 INSPECTION OF MATERIALS

Materials delivered to the job site will be subject to inspection by the Utilities Inspection Department prior to installation. Contractor shall notify Inspections 24 hours in advance. All materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the Utilities Department prior to installation will be uncovered by the Contractor at his/her expense to verify compliance with these specifications. The Contractor will furnish copies of the packing list(s) for materials upon demand.

1.5.4 PIPE PLACEMENT

The bottom of the trench will not be excavated below the specified grade. If undercutting occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted, as directed by the Utilities Department. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from oil and grease. Every precaution will be taken to prevent foreign material from entering the pipe. During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Beveled ends will be removed from PVC pipe entering a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland placed in position with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material. Ductile iron pipe will be backfilled to the centerline of the pipe and compacted to ninety-five percent (95%) of standard Proctor T-99.

Pipe will be installed with 30" minimum cover. Maximum cover of 42" will be accepted. Cover depth will be determined from proposed finish grade as indicated on the plans. At times when pipe placement is not in progress, the open ends of pipe must be closed by a water-tight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the seal will remain in place until the trench is pumped completely dry.

Pipe installed under swale shall be D.I. and have 3 feet minimum cover. D.I. pipe to be centered on swale. If more than one joint of pipe is necessary, restrained joint pipe is required. See "Swale Crossing" detail and definitions.

Pipe installed under canal or drainage ditch shall conform to all FDEP requirements. Pipe shall be restrained joint D.I. pipe with gate valves on both sides of canal/ditch. D.I. pipe shall have 5 feet minimum cover with a concrete cap. See "Canal or Drainage Ditch Crossing" detail and definitions.

1.5.5 LOCATING WIRE

A #12 Copper Clad Steel (CCS) wire that allows for the location of the pipe using an induced current line locator will be installed on all potable water, reclaimed water, and wastewater mains. The wire must be placed on the top of the pipe and taped approximately every ten feet. A run of wire must run from the main to each hydrant. Each fire hydrant must have one wrap of the wire around the barrel located at final grade.

Wire color shall be blue for water, green for wastewater, and purple for reclaimed.

A run of wire will also be brought up in each valve box. The wire will have 4 feet of excess length. Wire is to be connected together using an underground wire nut with a **silicone-based sealant.**

The CCS wire shall meet the following requirements. HDPE Insulation of 30 mils, #12 AWG conductor, maximum Ohms resistance of 7.565 ohms per 1000 ft., breaking load 256 lbs.

When directional drilling is used, one continuous #12 CCS **extra high strength** locator wire shall be installed. The CCS wire shall meet the following requirements. HDPE Insulation of 45 mils, #12 AWG conductor, maximum Ohms resistance of 7.565 ohms per 1000 ft., breaking load 1150 lbs.

1.5.6 SERVICE LINE LOCATION

Service lines will be located at alternating lot lines outside the sidewalk within two feet of the right-of-way line as shown on approved plans or in a grassed area behind the curb if located in other than a subdivision.

Reclaimed service line is to be located adjacent to sewer cleanouts.

1.5.7 BACKFILLED MATERIAL AND INSPECTION

All backfilling material will be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks, stones, or other material which is considered unsuitable. When backfill

material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to minimize the length of open trench. Pipe joints, valves, fittings, and thrust blocks will be left uncovered until inspection by the Utilities Department has been completed.

1.5.8 VALVES AND FITTINGS

All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed outside of the pavement where practical. A roadway valve box will be provided for every valve. This valve box must not transmit shock or stress to the valve. Valve will have alignment ring installed and valve box centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade level as specified in the plans. A 24"-square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature to be stamped into the disc will include the valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" G.V. U.S.P. 20 c.c.w.)

All valves will be located within two feet of the tee, see detail GATE VALVE AND FITTING DETAIL.

When solid sleeves or couplings are used to join/tie-in pipelines, a SPACER PIECE shall be installed if there is a gap in the pipeline.

1.5.9 FIRE HYDRANTS

All fire hydrants (hydrants) will be located as shown on the plans and marked on the pavement with a blue reflector. On unpaved streets, a blue reflector will be affixed to a post and placed as close to the edge of the road as feasible so as to be easily visible. The hydrants will be located in such a manner as to provide complete accessibility and in a manner so that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants must stand plumb and the bury line of the hydrant at the finished grade. Hydrants installed in State highway rights-of-way will be placed in accordance with any F.D.O.T. requirements. Contractors shall not turn or add risers to hydrants. All hydrants will be connected to the main in the manner shown on the Standard Detail Sheet. If the installation of the hydrant requires the hydrant to be greater than 40 ft. away from the fire hydrant valve, an additional valve shall be installed. If the fire hydrant valve ends up in asphalt of a major road (not subdivision) an additional hydrant valve regardless of distance shall be installed.

1.5.10 RESTRAINED PIPE JOINTS

The Engineer of Record shall provide a restrained joint detail on drawings submitted to the City for approval. Restraining is to apply to all new fittings installed as part of the job, including tapping saddles.

1.5.11 THRUST BLOCKS AND COLLARS

Thrust blocks may only be used with the City's prior approval at bends, fire hydrants, and as specified on the plans, in accordance with the Standard Detail Sheet. Restrained joint systems are the preferred method. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of ductile iron pipe will be installed at all main endings and a concrete thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint. In lieu of concrete thrust collar, restrained pipe upstream of the proposed concrete thrust collar may be used.

1.5.12 JACK AND BORE, PIPE INSTALLED IN CASINGS

Pipe to be installed under pavement where open trenching is not permitted will be installed through a steel casing that has been jacked and bored. The casing pipe will be six to eight inches larger than the outside diameter of the bells on the Ductile Iron pipe. The Engineer of Record will design the casing and bore to meet FDOT or FECRR requirements.

Ductile Iron pipe of the appropriate Class will be installed in the casing. Water mains must be pushed or pulled through the casing on stainless steel casing spacers with polyethylene skids attached to the pipe with stainless steel straps. The stainless steel casing spacers with polyethylene skids will be placed in accordance with manufacturer's recommendations. Casing spacers must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed inside casings.

JACK AND BORE

J&B installed under FDOT roadways shall conform to latest FDOT Design Standard. In the FDOT Standard Specifications for Road and Bridge Construction 2013, Section 556 applies. J&B installed under FECRR shall conform to FECRR requirements.

1.5.13 HORIZONTAL DIRECTIONAL DRILLING

Only DIP and Fusible PVC may be horizontal directional drilled (HDD) under pavement or surface water way crossings. The HDD pipe shall only extend to 10 feet on each side of the crossing. Then the piping will change to the standard piping material.

HDD installed under FDOT roadways shall conform to latest FDOT Design Standard. In the FDOT Standard Specifications for Road and Bridge Construction 2013, Section 555 applies.

ENGINEERING PROCEDURE HORIZONTAL DIRECTIONAL DRILLS

PRECONSTRUCTION CONFERENCE:

1. A preconstruction conference will be required. The preferred attendees for the preconstruction shall be but not limited to:

   The directional bore contractor (preferably the Field Superintendent)
   The permitting agency
   Engineer of Record
   Engineering Technician
   Inspection Supervisor
   Engineering Inspector for the project

HDD CONTRACTOR:

1. Approval required prior to the HDD, the HDD contractor shall submit a bore plan (see sample drawing in Appendix "B") to the Engineering Supervisor for approval. The bore plan shall be a scaled drawing or computer generated drawing showing the following information but not limited to: *(see drawing typical bore plan)*

   The entrance and exit location
   Profile of the bored pipe
   All utilities including their depths and clearances from reamer
   Width of the right of way
   Pavement width
   Length of the bore
   The bore plan shall be signed by the responsible person in charge of the bore.

2. The HDD contractor shall follow the minimum clearances as shown below from the bottom of the water main to the top of the reamer:

   Water mains 12" and greater minimum clearance is 18"
   Water mains 10" and less minimum clearance is 12"

3. The HDD contractor will be responsible for obtaining locates for all utilities in accordance with Chapter 556 of the Florida Statutes.

4. The HDD contractor shall notify the City of Cocoa Inspection Division 48 hours in advance of the bore and notify the appropriate permitting agency per the conditions of the permit.

ENGINEERING INSPECTOR:

1. An approved copy of the bore plan will be given to Engineering Inspection Division.

2. The Inspector for the project will have a copy of the bore plan at the project site.

3. Prior to the HDD the Inspector shall verify that the materials at the project site for the directional bore are in accordance with the City of Cocoa's latest technical provisions and standard details.

4. The Engineering Inspector shall verify the following prior to the commencement of the HDD:

   a. Verify that the HDD contractor has obtained his/her utility locates.
   b. Verify that all utilities have been visually spotted by the HDD contractor.
   c. Verify that the permitting agency has been notified of the HDD.
   d. Witness the calibration of the sonde.

5. The Inspector shall remain at the project site until completion of the HDD. Any discrepancies shall be immediately reported to one or all of the following:
   - Engineering Supervisor
   - Engineering Technician
   - Inspection Supervisor

   Once the above persons have been notified by the Inspector, the proper authority will be notified for corrective action.

COMPLETION OF THE BORE:

1. A bore log shall be submitted to the Engineering Division after completion of the bore.

1.5.14 BLOWOFFS

Flushing blow-offs are to be installed and constructed as shown on the Standard Detail Sheet. Blow-off materials include 2" brass for nipples, brass threaded fittings, 2" brass angle wheel valve, and plastic meter box (purple for reclaimed). The plastic meter box is to be installed at grade over the wheel valve. The angle wheel valve will be within six inches of finished grade and will be plugged with a brass plug. 4" blow-offs will be required on both potable water and reclaimed water mains 12" and larger and must be constructed as shown on the Standard Detail Sheet. A reclaimed tag will be installed on reclaimed main blow-offs in a reclaimed meter box.

Brass used in potable water shall meet the low lead requirements as set forth in Section 2.6

1.6 TIE-INS TO EXISTING SYSTEMS

1.6.1 GENERAL

The Contractor is not to operate any valve or remove any thrust block from City-owned mains except under direct supervision of an Inspector of the Utilities Department. All Contractors must follow the procedures listed below for connecting new mains to existing water systems.

1.6.1.1 Mains 8" and smaller

Tie-in valves will be operated and pressure tested to verify water tightness prior to the tie-in. Valves that are not water tight, shall have a new valve installed immediately adjacent (within 2') to the existing valve. The Contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" jumper equipped with a City supplied meter and contractor supplied backflow preventer (double check) will be installed. The jumper will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. The Engineer of Record will be required to provide an executed FDEP certificate of completion prior to clearance. After clearance, the tie-in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the City Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of Utilities Department Inspector.

1.6.1.2 Mains 10" and larger

The same procedure as noted for mains 8" and smaller will be used for mains 10" and larger except that the jumper will be utilized only for filling the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve can be opened for flushing and during chlorination only under the supervision of the Engineering Inspection Division. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from FDEP and the City. After clearance, the tie-in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the City Inspector. All other existing valves closed as part of the job will be opened by the contractor under the supervision of Utilities Department Inspector.

1.7 TESTING

1.7.1 GENERAL

All newly installed pipe and services that have been backfilled must be tested in accordance with AWWA specification C651.

1.7.2 JUMPER METER ASSEMBLY

All filling, and flushing, must be accomplished through a jumper meter assembly. The jumper meter assembly shall consist of a meter (provided by the City, paid for by the Developer/Contractor), and a double check backflow preventer and galvanized piping (provided by the Contractor). The jumper meter assembly shall be installed by the Contractor under the direct supervision of the Utilities Department Inspector. After installation the Contractor shall have the backflow preventer certified by a backflow technician, and a copy of the test report shall be provided to the Utilities Department.

1. A temporary jumper connection is required at ALL connections between existing active water mains and proposed new water main improvements, per the City of Cocoa Utilities Handbook. The only exception is the installation of a new fire hydrant involving a tap and using an anchoring/swivel nipple. In this case all fittings and fire hydrant SHALL be swabbed with a 100 ppm chlorine solution prior to installation.

2. The details to be used for filling any water main of any size from existing active water mains and for flushing of new mains up to 8” diameter (2.5 FPS minimum velocity) and for pulling bacteriological samples from any new water main of any size. The jumper connection shall be maintained until after filling, flushing, testing and disinfection of the new main has been successfully completed and clearance for use from the Florida Department of Environmental Protection (FDEP) and other pertinent agencies has been received. The jumper connection shall also be used to maintain a minimum pressure of 20 psi in the new mains all the time after disinfection and until the FDEP clearance letter is obtained. Adequate thrust blocking and/or restraints shall be provided temporarily, as required. Pipe and fittings used for connecting the new pipe to the existing pipe shall be disinfected prior to installation in accordance with AWWA C651. This tapping sleeve and the exterior of the main to be tapped shall be disinfected by spraying or swabbing per Section II of AWWA C561.

3. Flushing of 10” diameter and larger water mains may be done through the tie-in valve, in the presence of the Utility Department. The Utility Department will be notified in writing 48 hours prior to the flushing of said mains.

The following procedures shall be followed:

A. The tie-in valves shall be operated and pressure tested in the presence of the Engineering Inspection Division or Engineer to verify water tightness prior to the tie-in. Valves which are not watertight shall be replaced or a new valve installed immediately adjacent to the leaking valve.

B. The temporary jumper connection shall be constructed as detailed. The jumper connection shall be used to fill the new water main and for providing water for bacteriological sampling of the new main as required by the FDEP permit.

- Flushing shall not be attempted during peak demand hours of the existing water main.

- All downstream valves in the new system must be open prior to opening the tie-in valve.

- Provide for and monitor the pressure at the tie-in point, the pressure in the existing main must not drop below 35 psi.

- Tie-in valve shall be opened a few turns only, ensuring a pressure drop across the valve is always greater than 10 psi.

4. The contractor shall provide documentation demonstrating that the double check backflow prevention device has been tested and is in good working order at the time of installation. The test shall be performed by a qualified backflow prevention technician.

5. Except as required to flush lines of greater than 8” in diameter, the tie-in valve shall remain closed. The tie-in valve shall remain closed until the new system has been cleared for use by FDEP and all other pertinent agencies.

6. Upon receipt of clearance for use from FDEP and all other pertinent agencies, the contractor shall remove the jumper connection. The corporation stops are to be closed and plugged with 2” brass plugs.

7. All installation and maintenance of the temporary jumper connection and associated backflow prevention device fittings, valve, etc., shall be the responsibility of the contractor.

1.7.3 FLUSHING AND SWABBING

The City will provide an adequate volume of water for the filling, flushing, and testing of mains. The Contractor will notify the Engineering Inspection Division prior to flushing or filling mains. The pressure in the City's system will be monitored during the flushing; at no time should the pressure in the City's system be allowed to drop below 40 psi. Water used during flushing will be billed to the Contractor.

The City of Cocoa Utilities Department requires all new mains regardless of size or material to be pigged/swabbed. In an effort to make sure all footages of a pipeline are pigged, the following procedures are to be used as a guide and in no way to be construed as means and methods.

The following terminology may be used in the discussion or operation of the pigging procedure.

Pigs shall be manufactured of a 2lb. per cu/ft density open cell polyurethane foam body (swab) complete with rear polyurethane drive seal.

Pig launching station may be a “wye”, “tee” or simple inserting the pig at the very beginning of the pipeline. The beginning of the pipeline is defined at the jumper assembly location.

Pig retrieval point or cannon is a “wye”, “tee” or open end of pipe at which point the pig will exit the pipeline.

The pipeline will be filled through the jumper assembly the day before of the pigging operation.

The pig will be advanced through the pipeline at a rate of 2 feet per second, 80 gpm for 4”; 180 gpm for 6”; 320 gpm for 8”. Flow rates and jumper assemblies for mains 10” and larger will be determined by the Engineer of Record and approved by the City of Cocoa Utilities Department.

The pig retrieval point or cannon will project at least one foot above the surrounding grade. The water from the pig retrieval station discharge and its location to discharge shall be approved by the Utilities Department. The contractor will be responsible for following the National Pollutant Discharge Elimination System (NPDES) requirements to remove chlorine from discharge as well as protect retrieval area from erosion. Retrieval cannons will not be left in place. After pigging and flushing are complete, the cannon will be removed and capped below ground in accordance with Engineer of Record details or City of Cocoa Standard Details.

The contractor may insert the pig into the first section of pipe between the isolation valve and the downstream point of jumper assembly. By inserting the pig between the isolation valve and the downstream jumper assembly point it will allow the pipeline to be filled without moving the pig down the pipeline. If the pig is moved during filling operation another pig will

be inserted into the pipeline. The isolation valve may be cracked open for a few seconds under the direction of Utility personnel to move the pig past the jumper assembly downstream point so the jumper assembly can advance the pig through the pipeline.

When the pig exits the pipeline, the flushing will continue until the water is clear. A simple way to determine if water is running clear is to capture some water in a WHITE cup. If water is clear and no particles in cup then flushing is complete, if not flushing will continue until water is clear.

1.7.4 HYDROSTATIC TEST

A blow-off or fire hydrant will be installed at the end of the pipeline under test. The line being tested will be slowly filled with water to the specified test pressure. Before applying the specified test pressure, all air will be expelled from the test section including service connections. If fire hydrants or blow-offs are not available at high elevations, taps at points of highest elevation will be made to facilitate air removal and testing. When testing is complete, the service lines installed for air removal must be removed.

The line must hold the 150-psi test pressure for a two-hour test period and must be witnessed by Engineering Inspection Division personnel. Sufficient human resources are to be employed to insure inspection. If the line fails to meet the test, it will be repaired and re-tested until the test requirements are satisfied. Line pressure will be maintained to within 5 psi of the test pressure at all times.

1.7.5 LEAKAGE TEST

A leakage test at 150 psi will be performed on all newly installed sections of pipe in accordance with AWWA C600 or C605 after installation of all service connections. Any leakage observed must be less than the following per thousand feet of pipe:

SIZE	ALLOWABLE LEAKAGE
2”	0.20 Gallons/Hour
4”	0.33 Gallons/Hour
6”	0.50 Gallons/Hour
8”	0.67 Gallons/Hour
10”	0.83 Gallons/Hour
12”	1.06 Gallons/Hour
14”	1.16 Gallons/Hour
16”	1.32 Gallons/Hour

$$L=\frac{SD\sqrt{P}}{148000}$$

L = testing allowance (makeup water), in gallons per hour
S = length of pipe in feet
D = nominal diameter of pipe, in inches
P = average test pressure during the hydrostatic test, in pounds per square inch (gauge). P has the square root taken.

On small main extensions where the allowable leakage loss cannot be reasonable measured (.25 gallons or less), NO LOSS OF PRESSURE shall be allowed.

1.8 DISINFECTION & BACTERIOLOGICAL TESTING

1.8.1 GENERAL

The Contractor must flush mains and arrange for complete disinfection by chlorination in coordination with the Engineering Inspection Division. Work will conform to applicable provisions of AWWA specification C651, "Disinfecting Water Mains." Water with a chlorine concentration of 50 ppm will be evenly distributed throughout the pipe system and allowed to remain in the pipe for twenty-four hours. Transmission mains may be chlorinated using the "slug method". If the slug method is used, a detailed written procedure shall be submitted for approval. The main shall be dechlorinated to zero ppm chlorine before any flushing is performed. The method for dechlorination shall be approved by the Engineer of Record. After flushing, the water shall remain in the pipe for 24 hours before sampling. Service connections and tie-ins made before testing must be disinfected in accordance with AWWA specification C651. Samples will be taken by a Utilities Department approved laboratory. Two consecutive day samples are required for potable water mains. Water mains shall not be flushed between samples. The Contractor will be responsible for ALL bacteriological testing fees. Sample points are determined by the Engineer of Record and approved by FDEP. If samples taken do not demonstrate satisfactory results, re-chlorination is required.

Disinfection of reclaimed water mains is performed in the same manner as potable water mains. Bacteriological testing of the repaired reclaim water main will be performed in compliance with regulatory agencies such as the Florida Department of Environmental Protection, and requires one day of satisfactory bacteriological results. Sample points for reclaimed water mains are determined by the Engineer of Record. Samples are collected Monday through Thursday by City of Cocoa designated personnel. To schedule a sample pickup, please contact the Lab Manager at 321-433-8707. If samples taken do not demonstrate satisfactory bacteriological results, re-chlorination and re-sampling is required. A fee will be charged by the City for additional sample collection and analysis.

1. WATER – POTABLE AND RECLAIMED

June 1, 2017

CONTRACTORS WORKING ON EXISTING MAINS

When existing water mains are taken out of service by contractors, and water service to existing customers is interrupted causing a PBWN, the water main will be taken out of service on Monday or Tuesday. If for some reason the water main cannot be taken out of service on Monday or Tuesday, then the contractor at their expense shall have the laboratory perform bacteriological testing after normal working hours. This procedure is to lessen the time water customers are under a PBWN.

Utilities Department
351 Shearer Blvd. I Cocoa, FL 32922-7203
Phone: (321) 433-8700 I Fax: (321) 433-8708

BACTERIOLOGICAL TESTING PROCEDURES BY PRIVATE LABORATORIES

The following information shall be completed and certified by the Testing Lab and Sampling Company. If any of the information is not completed, is answered "no", or is not certified, the bacteriological results will not be accepted by the City.

A copy of the City of Cocoa pressure test report must be provided to the Sampling Company prior to samples being collected.

If any of the samples do not pass the bacteriological test, then all the sample points shall be retested.

Testing Laboratory Certification

1. The private laboratory is certified by the State of Florida in microbiology membrane filtration and/or MMO-MUG. **Attach a copy of the certification.** YES _____ NO_____

I certify that the bacteriological testing has been completed in accordance with the applicable provisions of F.A.C. and the previous information.

Lab Official _____ Cert. #_____ Date _____
Signature

Company_____

Utilities Department
351 Shearer Blvd. I Cocoa, FL 32922-7203
Phone: (321) 433-8700 I Fax: (321) 433-8708

Sampling Certification

2. The Sampling Company is a private laboratory or a company solely in the business of collection of bacteriological samples. **Personnel collecting samples must follow the procedures outlined in AWWA C651 Section 7.3 Sampling Procedure and Standard Methods for the Examination of Water and Wastewater.** YES _____ NO _____

3. The Sampling Company assumes the chain of custody for the bacteriological samples. The samples were taken by the private Sampling Company personnel from the locations indicated on the project's FDEP permit. YES _____ NO _____

4. The chlorine residual was determined at the time of sampling and was no greater than 5.0 parts per million (PPM). **Total and Free chlorine residuals are to be indicated for each sample taken.** YES _____ NO _____

5. Two consecutive sets of acceptable samples were taken at least 24 hours apart. YES _____ NO _____

I certify that the bacteriological sampling has been completed in accordance with the applicable provisions of F.A.C., AWWA specifications, and items 2, 3, 4, and 5 above.

Sampling Official _____Cert. #_____ Date _____
Signature

Company_____

This form (not a copy) must accompany the original forms of the bacteriological results and the Testing Laboratory Certification. The bacteriological test reports and a copy of the pressure test report are to be sent to the City of Cocoa Engineering Division for approval.

If any of these procedures and certifications is not followed, the bacteriological tests will not be accepted by the City of Cocoa and will delay the FDEP Permit clearance process.

1.9 CONNECTION TO EXISTING SYSTEM

1.9.1 GENERAL

Connections to existing City transmission mains (16” and larger) will be made by Approved Tapping Contractor under the direction of the Engineering Inspection Division. On transmission mains, the Approved Tapping Contractor will install the tapping sleeve and valve. For all connections from 4” – 12” the Contractor may install tapping saddles under the supervision of the Engineering Inspection Division. For all water main connections, the Contractor must obtain all required permits; provide a dry pit area, all pit preparation including shoring and bracing, maintenance of traffic, all right-of-way restoration; and notify all utilities prior to construction. Taps on RCP, PVC, AC, or DIP mains must be made by a tapping Contractor who has been approved by the Utilities Department.

Tapping saddles and valves supplied by the Contractor will be inspected by the Engineering Inspection Division prior to installation. The installed tapping saddle and valve must be tested with water at 100 psi for 15 minutes prior to tapping to insure a watertight installation. Saddles installed on RCP mains will be tested 10% over line pressure. The pressure test will be performed by the Contractor and witnessed by the Engineering Inspector. After the pressure test of the saddle has been completed an Approved Tapping Contractor can tap the main.

1.9.2 TAPPING AND LINESTOP PROCEDURES

- ALL 0.75" – 12" TAPS or LINESTOPS on City of Cocoa potable, reclaimed and wastewater mains will be performed by an Approved Tapping Contractor (see approved list).*

- ALL 16" and larger TAPS or LINESTOPS on City of Cocoa Transmission Mains will be performed by bonafide tapping contractors ONLY. Contractors will be approved on a case-by-case basis. Bonafide means the Contractor is in the business of doing taps or line stops.*

- Absolutely NO taps or linestops will be performed on Friday or any day preceding a holiday.

- Approved contractors to disinfect tapping machine with AWWA approved disinfectant. This will be witnessed by a City of Cocoa inspector.

- The contractors tapping or linestop machines will be in good working order with appropriate bits and shell cutters for the type of pipe being worked on (ie. shell cutter for PVC)**

- When taps or linestops are installed on Transmission Mains (> 12”), a preconstruction meeting will be held with the tapping contractor prior to ANY work being performed. The meeting maybe held at the job site.

- Taps and linestops on the Utilities reinforced concrete mains will be a two (2) day process. Day one the saddle is installed and grouted, Day two tighten straps, cut prestressing wires, install throat and valve. Pressure test on saddle is 10-15% over line pressure for 30 minutes. After successfully completing pressure test, tap can be made.

- ALL excavations must conform to current OSHA Trench Safety Act.

- The City of Cocoa reserves the right to remove any contractor from the approved list for any work considered substandard.

* Tap or linestop to include: Material, installation, labor, drilling and testing
** Bit, boring bar & adaptor

1.10 FINAL CLEAN-UP AND ACCEPTANCE

1.10.1 GENERAL

Upon completion of the work and before acceptance by the Utilities Department, the Contractor will meet all permit conditions, remove all debris, and complete sodding, sprigging, or seeding if required by the plans. The Contractor will leave all areas affected by his/her operations in a neat and presentable condition.

Acceptance of completed work by the City will be contingent on the following work items completed to the satisfaction of the Engineering Inspection Division.

- Pressure Test

- Bacteriological Testing

- Restoration

- Payment of fees

- Approved As-Builts

- Easements

- Bill of Sale

- Final Inspection

1.11 FIRE SERVICE

1.11.1 GENERAL

All Fire Lines shall be installed by a licensed Fire Line Contractor in accordance with Florida Statute Chapter 633 and Rule Chapter: 69A-46. Where wet pipe sprinkler service is used, an appropriate backflow prevention device will be installed in accordance with the "Cross-Connection Control and Backflow Prevention" section of the Utilities Handbook.

Fire line DCDA shall be installed in non-traffic areas. Four to six bollards maybe required.

1.12 CONNECTION OF BUILDINGS OVER FOUR FLOORS

1.12.1 GENERAL

Connection of domestic water supply systems serving buildings over four floors in height to the City's water distribution system will be subject to the following requirements:

- A fixture unit analysis will be performed by the Owner’s engineer to determine peak domestic flow requirements. This analysis is to be provided to the Engineering Division.

- A water meter and a reduced pressure backflow preventer, sized in accordance with the domestic flow requirements, will be installed above ground at the developer's expense.

- Upon written request, the City will provide the site engineer with the minimum expected system pressure. The site engineer will be responsible for providing this information to the architect and building owner. Means for providing an adequate supply of domestic water and fire protection to all parts of the building during periods of minimum pressure will be the responsibility of the building Architect or Engineer of Record.

- Repair costs for damage to the water meter caused by flows exceeding its rated capacity will be charged to the customer.

1.13 BACKFLOW PREVENTERS

1.13.1 GENERAL

Backflow preventers must be installed at locations where cross-connections may occur. The need for backflow preventers will be determined by the Utilities Department. Backflow

preventers will be the reduced pressure type assemblies. Backflow preventers will have interior fusion bonded epoxy coating 5 to 12 mils, and will be installed above grade in accordance with manufacturer's recommendations on a concrete slab adjacent to the meter. Backflow preventers are to be approved in accordance with the "Cross-Connection Control and Backflow Prevention" section of the Utilities Handbook.

1.14 RECORD DRAWINGS

1.14.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

- Location of all valves, service lines, fittings and fire hydrants using at least two ties to permanent points (manholes, power poles, curbs, or storm water inlets). An acceptable station and offset system may be used for service lines and fittings only.

- Location of mains from property easement lines or edge of pavement at intervals of 300 feet.

- Elevations to the top of the water line at intervals of 300 feet and at all drainage and sewer main crossings. Bench mark to be shown on record drawings.

- Separation between reclaimed water or force mains and water mains if they are installed within 10 feet of water mains.

- Water main material and distance of mains from buildings or structures within 20 feet of the water main.

- Distance from hydrant to hydrant valve.

- Pertinent easement information.

- Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawing survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by city staff. Areas requiring additional detail may be enlarged as necessary. Right-

of-way, easements, and lot lines will be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-555.900(9) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files (XREF). AutoCAD 2010 or higher, or DXF format shall be provided to the City.

CAD drawing standards for record drawings will be available from the Engineering Division upon request. These standards will provide for isolated layer information, text height, font, line type and weight, specific standard symbols (blocks), etc. which will allow transfer of record drawing data to city as-built maps in a standardized format.

2. WASTEWATER

2. WASTEWATER

June 1, 2017

2.1 SCOPE OF WORK

2.1.1 GENERAL

Refer to Water - Potable & Reclaimed, Section 1.1 - Scope of Work in these Technical Provisions.

2.2 MATERIAL SPECIFICATIONS

2.2.1 GENERAL

The contractor will furnish all new materials of the size and kind shown on the drawings which will meet the following specifications or requirements. If the type of material is not specified on the drawings, the contractor may use any of the types listed in this specification. The use of concrete for repairs on gravity sewer piping and lateral tie-ins is not permitted.

2.2.2 CONCRETE STRUCTURES

2.2.2.1 Precast Manholes

Precast manholes must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or Grade 316 stainless steel. Standard manholes will be 4 feet in diameter with a wall thickness of 5" for manholes of 6 feet in depth or less and wall thickness of 8" for manholes deeper than 6 feet.

Resilient connectors (boots) shall be used where PVC pipe penetrates manhole walls. Boots shall be NPC Kor-N-Seal or approved equal, watertight and shall be manufactured of materials resistant to decay caused by the sanitary sewer environment or by ambient soil conditions. All hardware shall be stainless steel. Boots shall be installed in accordance with manufacturer's recommendations.

2.2.2.2 Flotation Uplift of Fiberglass Manhole

When a fiberglass manhole is specified, the EOR shall provide the design analysis showing where flotation uplift is counteractive.

2.2.3 PIPE

2.2.3.1 PVC Pipe and Fittings, DR35

PVC pipe and fittings (DR 35) will be manufactured in accordance with ASTM specification C3034. DR 35 pipe is acceptable on gravity installations with a depth of 12.0 feet or less. Pipe will be of the elastomeric gasket joint type supplied in lengths of 12.5 feet. Solid wall ribbed PVC pipe with a stiffness of 60 psi or greater will be considered on a case-by-case basis at the discretion of the Engineering Division. Critical installations, as determined by the Engineering Division, will require use of poly-lined ductile iron pipe.

2.2.3.2 PVC Pipe, DR-18

PVC pipe (DR-18) will be manufactured in accordance with AWWA specification C900. DR-18 pipe is required for pressure force main installation. Pipe will be of the elastomeric gasket joint type. Color-coded identification tape will be installed on all force mains.

2.2.3.3 Ductile Iron

Ductile iron pipe will be Protecto 401 ceramic Epoxy for force main, gravity, and valve pit installation. Exposed piping in valve pits will be pressure Class 350 with coal tar epoxy exterior coating. Buried ductile iron pipe will be wrapped in a color coded polyethylene encasement in accordance with ANSI/AWWA C105-T1.

2.2.4 MANHOLE ACCESS COVERS

2.2.4.1 Cast Iron

Cast iron manhole covers and rings must be traffic load bearing similar to USF No. 225-AS-ORS having an O-Ring seal. Bearing surfaces will be machined to produce a tight, even seating surface without rocking. Minimum clear opening will be 24". The word(s) "SEWER" or "SANITARY SEWER" will be cast into manhole covers. Manholes installed in high water areas will be sealed by a method approved by the Engineering Division.

2.2.4.2 Aluminum

Aluminum access covers will be designed for 300 PSF live load and will be equipped with stainless steel hinges, automatic lock mechanism in the open position, closed position lock hasp, and retractable grip for opening.

See Detail Sheets:

Manhole Ring and Cover
Check Valve Vault
Lift Station

2.2.5 COATINGS

2.2.5.1 Water Based Acrylic

The interior and exterior surfaces of manholes shall be coated with a three-coat water based acrylic coating. The interior and exterior coats shall be factory applied, with a total of 12 mils DFT. Each of the coats will be 4 mils thick of contrasting colors. The interior shall be coated red, black and a final grey coat. The exterior shall be coated red, gray and a final black coat.

2.2.5.2 HDPE Sheet Lining

Where an HDPE liner is specified, the entire wall surface of the manhole will be protected with a high density polyethylene liner cast into the concrete. This liner must be AGRU Sure Grip as manufactured by Alois Gruber or approved equal. All joints will be heat fusion welded to create a water-tight lining. Such lining must be warranted against defects in materials and workmanship for a period of five years from date of installation.

2.2.5.3 Exposed Piping

Exposed piping, pumps, and equipment exposed to raw sewage in manholes, valve pits and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted. Pump discharge piping in lift station wet wells will be stainless steel, refer to Section 9.3.2.

2.2.6 MISCELLANEOUS MATERIALS

2.2.6.1 Manhole Steps

Manhole steps are not permitted.

2.2.6.2 Hardware

All nuts, bolts, washers, anchors and brackets inside the wet well or manhole must be manufactured from Grade 316 stainless steel. Bolts for fastening flanged fittings inside the valve pit may be steel, coated with the specified piping coating system. Never-seize/Anti-seize shall be applied to all SS bolts and nuts.

2.3 CONSTRUCTION

2.3.1 LOCATION AND GRADE OF SEWERS

The line and the grade of the sewer, as well as the location of manholes, services and all other appurtenances, will be as shown on the drawings. The grade line as given on the drawings indicates the grade of the invert of the sewer pipe.

Gravity sewer shall be designed and constructed with the following maximum and minimum slopes:

SIZE	MAXIMUM	MINIMUM
4”	1.14%	1.04%
6”	.66%	.60%
8”	.36%	.33%
10”	.28%	.25%
12”	.22%	.20%

The Engineer of Record shall certify that the slopes of the gravity sewer meet the above maximum and minimum slopes. Sewer lines with slopes not meeting the above maximum and minimum slopes will be rejected.

“As-built” drawings shall show the gravity line slopes.

Sewers shall be laid with uniform slope and straight alignment between manholes. Gravity sewer pipe shall be installed with the bell end upstream. The pipe shall be installed from downstream to upstream unless specific permission is obtained from the Utilities Division. Manholes shall be designed with a minimum difference of 0.04 feet between the invert elevations of the incoming and outgoing sewers.

2.3.2 MATERIAL HANDLING

2.3.2.1 Precautions

All supplies shall be stored and maintained by the contractor per manufacturer’s recommendations. Every precaution will be taken to prevent injury to pipe and piping materials during transportation and delivery to the work site. Under no condition will pipe be dropped, bumped, dragged or picked up by inserting forks into end of pipe. Pipe lifted by placing forks into pipe shall be removed from job site.

2.3.2.2 Damaged Materials

If in the process of transportation, unloading or handling, any pipe or fitting is damaged, it will be rejected and removed from the site.

2.3.2.3 Storage

Pipe fittings and specials will be stored in a manner which will assure the protection of the material from damage and which will keep it clean. Sun damaged materials exposed to adverse conditions will be rejected.

2.3.3 TRENCH EXCAVATION, SHORING, AND SHEETING

2.3.3.1 Trenches

Sewer trenches will not be opened in advance of the placing of the sewer pipe for a distance greater than that required to install the sewer pipe. In no case will the open trench ahead of the sewer pipe exceed 25 feet. Backfill in the pipe zone will be accomplished immediately after jointing the pipe to prevent movement.

2.3.3.2 Shoring, Sheeting, and Bracing of Excavations

The excavation must be sheeted and braced when necessary to prevent cave-in during excavation in unstable material or to protect adjacent structure, property, workers, and the public. The sheeting will be maintained in place until the pipe or structure has been placed and backfilled. Shoring and sheeting will be removed, as the backfilling is done, in a manner that will not damage the pipe or structure or permit voids in the backfill. All sheeting, shoring, and bracing of excavations will conform to the Trench Safety Act and requirements of the Federal, State, or local public agency having jurisdiction. The most stringent of these requirements will apply. The Contractor shall have a Competent Person (trench safety) on the job site at ALL times.

2.3.4 CONTROL OF WATER

2.3.4.1 Equipment

The contractor will furnish, install, and operate all necessary machinery, appliances and equipment to keep the excavations reasonably free from water during construction. The contractor will de-water and dispose of the water so as not to cause damage to public or private property or to cause a nuisance or a menace to the public. The contractor will at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and will have available at all times competent human resources for the operation of the pumping equipment. The de-watering system will not be shut down between shifts, on holidays or on weekends, or during work stoppages.

All equipment shall conform to The City of Cocoa's noise ordinance Chapter 13.5, Article II, Section 13.5-21 through Section 13.5-26

2.3.4.2 Ground Water

The control of ground water must be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" will be prevented. De-watering systems will be designed and operated so as to prevent the removal of the natural soils. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Contractor is responsible for obtaining all de-watering permits such as NPDES permit.

2.3.4.3 Static Water

The static water level will be drawn down below the bottom of the excavation so as to maintain the undisturbed state of the natural soils and allow the placement of backfill to the required density. The de-watering system will be installed and operated so that the ground water level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.

2.3.5 PIPE PLACEMENT AND JOINTING

Pipe placement will progress upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe will be placed true to line and grade with a laser beam system. All pipes will be joined in a professional manner and in accordance with the manufacturer's instructions.

Pipe ends will be carefully cleaned prior to jointing. Pipe will be placed either on a prepared bed of undisturbed earth in the bottom of the trench shaped as required to fit the pipe or upon a layer of properly placed bedding material.

2.3.6 MATERIAL FOR BEDDING AND BACKFILLING

2.3.6.1 Unsuitable Material

Wherever excavations of the trench expose unsuitable materials such as peat, soft clay, quicksand, rock, boulders, stones, or unstable material in the bottom of the trench which, in the opinion of the Engineer of Record or Inspector, is unsuitable foundation upon which to lay or support the pipe, backfill and expected superimposed loads, such unsuitable materials will be removed to a depth necessary to reach material having adequate bearing capacity and at a width of trench at least equal to the minimum trench width as specified. The space created by removal of this unsuitable material will be backfilled using suitable backfill or bedding material as specified.

2.3.6.2 Suitable Material

Suitable material for bedding and backfilling will be dry, clean natural sand or gravel. The material will be placed in 6" layers and compacted, using mechanical compacting equipment, to a dry density equal to 98 percent (98%) of the maximum dry density as determined by the standard Proctor compaction test ASTM specification D698, each layer being compacted to the required density prior to placing the next layer. The Utilities Department shall require the density to be checked by a licensed laboratory at each manhole and at two points between manholes as selected by the Engineer of Record or Inspector, at no cost to the City.

2.3.7 MANHOLE INSTALLATION

2.3.7.1 Base Unit

The base unit for manholes and wet wells will be reinforced concrete with a monolithically poured base and bottom riser section. The base unit will be placed before the sewer pipe is placed to or away from the manhole. The base unit will be placed in a dry hole on a bedding of 6” to 8” of ¾” to 1” rock (57 stone or concrete).

2.3.7.2 Manhole Channel

Invert channels will be constructed, smooth and semicircular in shape, conforming to the inside of the adjacent sewer section. Changes in direction of flow will be made in a smooth curve of as large a radius as possible. Change in size and grade of channels will be made gradually and evenly. Invert channels will be formed by one of the following methods: formed directly into poured concrete manhole base, built up with brick and mortar, half tile set in concrete, or full section of sewer pipe installed through the manhole with the top half cut out. The manhole floor outside of channels will be made smooth and will be sloped toward channels. Free drop in manholes from inlet invert to top of floor outside the channels will not exceed two feet. Standard drop manholes will be constructed wherever free drop exceeds two feet.

2.3.7.3 Joints

Precast manhole joints must be water tight and sealed with plastic pre-formed joint filler similar to Ram-Nek. All joint areas will be factory primed. Manhole-to-pipe connections will be by factory-supplied flexible boots

2.3.7.4 Non-Shrink Grout

The annular space between the sewer pipe and the opening in the manhole will be grouted with non-shrink grout to insure a water-tight joint.

2.4 WATER MAIN CROSSINGS

2.4.1 GENERAL

In all cases where sewer mains cross water mains there shall be a minimum of 6”; 12” preferred clear distance between the top of the sewer and the bottom of the water main. With less than 12", the sewer main will be constructed of ductile iron pipe (with 401 Protecto coating) for a distance of ten feet on either side of the point of crossing.

2.5 SERVICE CONNECTIONS

2.5.1 GENERAL

The contractor must install commercially manufactured wye branches compatible with the material used in the sewer main. Where the service line piping is of a different material than the sewer main, the fittings and transition pieces will be specially designed for the connection of the different materials and must be approved by the Utilities Department.

2.5.1.1 Connecting to Manholes

Service connections made directly to a manhole shall be core drilled and fitted with a flexible coupling to provide a seal around pipe. Pipe will be a minimum of 6” in diameter and shall include a wye and clean-out in a green meter box located on the Customer side of the right-of-way or easement (see detail). Connections requiring a drop will be piped to the bottom of the manhole on the outside (see manhole with outside drop detail).

Force mains coming from private lift stations into a gravity manhole requiring a drop will be piped to the bottom and fitted with 45 degree bends directed toward the invert of the gravity main (see detail Force Main Connected to Manhole).

2.6 FIELD TESTING OF SEWER SYSTEMS

2.6.1 GENERAL

All sewer lines will be subject to a leakage test at the discretion of the Utilities Department. The test shall be either an infiltration, exfiltration, or air pressure test as determined by the Utilities Department. The test will be conducted by and at the expense of the contractor in the presence of a Utility Inspector.

Maximum allowable leakage is 100 gallons per day, per inch diameter of pipe, per mile of pipe. If the amount of maximum leakage is exceeded, the contractor will make the necessary repairs and schedule a re-test. Acceptable methods of repairing leaks are by excavation.

2.6.1.1 Visible Leaks

All visible leaks in structures will be eliminated regardless of the amount of flow.

2.6.1.2 Televised Inspection

Television inspection must be provided by the contractor and will be performed after final compaction of the job site or roadway. A Digital Video Disc (DVD) record of the inspection with an audible description of the run, including its direction and location, the location and description of any service laterals, and a description of any defect or abnormality must be included. A leakage test will not be required on runs which have been televised and show no defects.

2.6.1.3 Pressure Testing

Force mains will be hydrostatically tested at a pressure of 100 psi for one hour. The contractor will install air reliefs as necessary for relieving air prior to testing. The maximum allowable leakage of water per thousand feet of pipe is as indicated on the following table:

SIZE	ALLOWABLE LEAKAGE
4"	0.27 Gallons/Hour
6"	0.41 Gallons/Hour
8"	0.54 Gallons/Hour
10"	0.68 Gallons/Hour
12"	0.81 Gallons/Hour
16"	1.08 Gallons/Hour
20"	1.35 Gallons/Hour

2.6.1.4 Vacuum Testing of Manholes

All sewer manholes shall be required to meet the requirements of the vacuum test as per the current ASTM C 1244 "Standard Test Method for Concrete Sewer Manholes by the negative Air Pressure (Vacuum) Test" prior to acceptance.

A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time for the vacuum to drop to 9 inches of mercury shall not be less than that shown in the table below:

DEPTH (FEET)	MANHOLE DIAMETER (INCHES)		
	48	60	72
0-8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

(Times shown are minimum elapsed times, in seconds, for a drop in vacuum of 1 inch of mercury.)

2.7 RECORD DRAWINGS

2.7.1 GENERAL

Record drawings are required for all systems to be accepted by the Engineering Division. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

- Location of all gate valves, fittings and air release valves using at least two ties to permanent points (manholes, power poles, curbs, or storm water inlets). An acceptable station and offset system shall be used for lateral lines.
- The as-builts must include the location of the wye branch, the end of the sewer service referenced to the next downstream manhole of each run, the offset of the end of the service referenced from the centerline of the main sewage pipe, and the depth at the end of the service.
- Location of sewer mains from property easement lines or edge of pavement at intervals of 300 feet.
- Separation between reclaimed water or force mains and water mains if they are installed within 10 feet of water mains.
- Sewer main material and distance of mains from buildings or structures within 20 feet of the water main.
- Elevations of the top (rim) and pipe inverts at each manhole and the length and slope of each run of pipe are required on the as-builts.
- Pertinent easement information.
- Certification by the surveyor or Engineer of Record accepting responsibility for accuracy of information supplied on the record drawings and a statement certifying that all mains are within easements and/or public right-of-way. The name "City of Cocoa" must appear on all record drawing survey information.

Record drawings will be drawn at an engineering scale that is legible and readable as determined by city staff. Areas requiring additional detail may be enlarged as necessary. Right-of-way, easements, and lot lines will be accurately shown. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-604.300(8)(b) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended. Lot, block numbers, and street names will be included. Provide two (2) sets of signed and sealed record drawings and one (1) digital file including all reference files (XREF). AutoCAD 2010 or higher, or DXF format shall be provided to the City.

2.8 FORCE MAIN VALVES

2.8.1 GENERAL

Valves for use in force mains must be epoxy coated resilient seat gate valves. The resilient seating surface will be bonded to the gate and will seal under compression without wedging or sliding.

Requirements stated in Potable & Reclaimed Water Section 2.2 –Valves, and Section 5.8 - Valves and Fittings shall also be met for force main valves.

Air release valves will be of the Combination Air Release and Vacuum (CARV). CARV shall have a working pressure range of 3-150psi, Testing pressure of 250psi, Maximum operating temperature: 140°F, 2” threaded inlet and 1.5” outlet, Reinforced nylon body, 316 SS internal parts. See Appendix A, Approved Materials.

CARV valves will be installed in a concrete pit at high points in the main. See Detail Air Release Valve.

2.9 LIFT STATIONS

2.9.1 PRECAST WET WELLS

Precast wet wells must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Engineering Division Supervisor for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or Grade 316 stainless steel. Linings for wet wells shall conform to Section 2.9.3. EOR shall approve precast wet well design.

2.9.2 WET WELL ACCESS COVERS

Aluminum access covers will be designed for 300 PSF live load with a safety factor times three (3). There shall be two 24” x 48” swing covers equipped with Grade 316 stainless steel hinges and Grade 316 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees and lock automatically in the open position with a stainless steel positive locking arm. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a 3/4"-wide lip around the inside of the frame. The hatch will be a Bilco or Halliday product. Hatch size of the cover will

be determined by the wet well size and pump size to provide at least 12” of clearance on all sides of the pump with a minimum hatch dimension of 48” x 48”.

2.9.3 COATINGS

2.9.3.1 HDPE Sheet Lining

The entire interior wall and top surface of the wet well will be protected with a High Density Polyethylene (HDPE) liner designed to protect concrete from corrosion in a collection system pump wet well. The liner shall be a minimum thickness of 0.079 inches. Anchoring studs shall be the same material and shall be integrally extruded with the sheet and shall have a minimum height of 0.39 inches and a length of 0.55 inches. The HDPE sheeting will be cast into the concrete. This liner will be AGRU Sure Grip as manufactured by Agru America Inc. or approved equal. Flat liner used for overlapping joints shall have a minimum thickness of 0.018 inches. All joints will be heat fusion welded to create a water-tight lining. Such lining shall be warranted against defects in materials and workmanship for a period of five years from date of installation.

2.9.3.2 Exposed Piping

Pump discharge riser pipes and fittings inside the wet well will be Grade 316 10S stainless steel with flanged fittings. Piping, exposed to raw sewage in valve pits will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted.

2.9.4 SUBMERSIBLE LIFT PUMPS

Lift station submersible pumps will be Hydromatic, ABS, or Flyght with three-phase power and 3" minimum solids handling capacity. Pump volute, seal housing, and motor housing will be cast iron. Pump impeller will be two vane, one piece cast iron construction. Pump shaft will be one piece 316 stainless steel, equipped with tandem seals with separate chambers for each seal. Seals will have tungsten carbide faces with 316 stainless steel hardware. Seal chambers will be equipped with probes to detect water intrusion. Motors will be oil-filled with automatic reset over-temperature sensors embedded in the motor windings. Pumps will be equipped with a stainless steel slide rail system, dual rail type. The pump discharge coupling will be flanged cement-lined ductile iron, 4" minimum diameter, bolted to the wet well floor by 316 stainless steel fasteners. Flanges will be machine threaded. (Compression-type flanges will not be allowed.) Flange bolts, washers, and nuts will be 316 stainless steel. All pipes entering or exiting the wet well shall be sealed in a manner that will prevent water leaks around pipes.

2.9.5 VALVE PIT

A separate valve pit shall be constructed adjacent to the wet well to house a check valve for each pump, a gate valve for each pump, and one gate valve for emergency pump-out. The valve pit shall be configured to allow a minimum of 8 inches between the bottom of pipe flanges and the floor or wall. The emergency pump outlet will include a brass 4" male quick-disconnect complete with brass cover. The valve pit is to be made of precast or cast-in-place concrete with a cast concrete cover equipped with an aluminum access hatch cast in the concrete. The dual swing access hatch will be a Bilco or Halliday product. Hatch size will be determined by the installation with a minimum dimension of 48 x 48 inches. A 0-100 PSI glycerin filled pressure gauge will be installed in tapped cross boss with a brass gate valve.

2.9.6 CHECK VALVES

Check valves will be flanged, with fusion bonded epoxy coating with an outside weight and lever, cast iron housing, 316 stainless steel seat ring, clapper with neoprene sealing surface, O-ring-sealed stuffing box (minimum size 4"). Bolts, washers, and nuts will be Grade 316 stainless steel. Check valves shall meet AWWA specification C508. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

2.9.7 GATE VALVES

Gate valves will be resilient seated, 4" minimum diameter, with flanged ends, hand wheel operated, non-rising stem, epoxy coated, equipped with double O-ring-sealed stuffing box and Grade 316 stainless steel fasteners. Gate valves will meet AWWA specification C509 and C515. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

2.9.8 CONTROL PANEL

The control panel will be isolated with a 200 amp non-fuseable disconnect housed in a NEMA 4X, stainless steel lockable cabinet.

The control panel enclosure will be Grade 316 stainless steel, NEMA 4X rated with a heat reflecting hood. The minimum inside dimensions will be 36"wide x 48" high x 12" deep. Control voltage will be 120 vac. **Control voltage transformer will be sized to support a 20 amp circuit.** Control wiring will be 14 AWG stranded . The enclosure will be equipped with an aluminum dead front inner panel with cutouts for all circuit breakers; elapsed time meter (non-reset, hour and one-tenth hour, five digits); one duplex 120 vac convenience outlet (GFI protected); an analog amp meter for each pump; a top mounted fluorescent work light minimum 18 inches in length; hand-off-automatic (HOA) switch for each pump; seal failure light

for each pump (amber); run light for each pump (red); one trip light for each pump (amber), SCADA bypass switch, inside and outside light on-off switch.

The interface between the control cabinet and the separate SCADA cabinet will be through Phoenix Contact terminals and component plugs and Allen-Bradley 24 VDC relays, catalog # 700-HK-36Z24 and relay bases, catalog # 700-HN121. An isolated 20 amp circuit will be provided to power SCADA equipment. Pumps will be controlled by SCADA RTU. Floats will be used to provide level control. There will be one float for pump shut-off, one for lead pump turn-on, one for lag pump turn-on, and one for high level alarm. Floats will be Roto-Float type-S as manufactured by Anchor Scientific with all weights and switches encapsulated. Floats will operate on normal 24 VDC from SCADA RTU.

Motor starters will be NEMA-rated with three-leg protection, as manufactured by Allen-Bradley, General Electric, or Square-D. Circuit breakers will be molded case as manufactured by General Electric, Square-D, or Cutler-Hammer. All pilot devices (switches, relays, lights) will be manufactured by General Electric, Square-D, or Allen-Bradley.

The control panel will be equipped with a **Russel Stoll model JRS 1044FR 100 amp emergency generator receptacle** and emergency main circuit breaker with lock-out from the normal main breaker. Panel will be equipped with ground and neutral terminal bars. Analog amp meter shall be installed for each pump. A power distribution block will be installed after the main breaker. A 60-foot copper-clad ground rod will be driven into the ground adjacent to the control panel and must test less than 25 ohms resistance. Grounding wire will be Cad welded to the ground rod. The door will be equipped with a three-point latching system with hasp and staple for locking. The wiring system will be configured to allow the pumps to operate on floats if the SCADA system is by-passed. A separate by-pass switch will be installed. A Diversified Electronics phase sequence and loss relay with fault light will be installed for each pump. Line voltage will be monitored with a Wilkerson Instruments Line Power Monitor-part# DR 6305. The control panel will be mounted on stainless steel unistrut and hardware supported by a minimum of three- 4 inch square concrete posts. The post will be a minimum of 10 foot in length and located adjacent to the wet well.

A NEMA 4X stainless steel junction box with back plate, a terminal strip, a power distribution block for each pump, and a ground bar will be installed below the main control panel. The box will be connected to the control panel with a ¾ inch diameter conduit for float wiring and a 2 inch diameter conduit for each pump. The conduits will be equipped with seal-offs to protect electrical equipment from corrosive atmosphere in the wet well.

A laminated as-built electrical wiring diagram (minimum 8.5” x 11”) will be securely attached to the inside of the control panel door. A separate copy of the as-built wiring diagram will be provided to City of Cocoa Engineering Division. An information plate will also be located inside

panel door and will include Cocoa's station number, pump information, station voltage, Florida Power & Light account number, if a high leg is present and if so identify the leg.

2.9.8.1 Disconnect Panel

A lightning suppressor shall be installed on the exterior side of the disconnect panel. It will not be permitted on the inside of the control panel.

2.9.8.2 SCADA

SCADA equipment will be housed in a separate Eurobex, model number 5412 ESSPCH, lockable, NEMA 4X cabinet with an inner panel for equipment mounting and a separate inner panel on the door for mounting radio. Lift station operation and monitoring will be accomplished via SCADA, utilizing Motorola Moscad-L Remote Terminal Unit (RTU) consisting of one 15X15 chassis-part# FHN6028, frame-part# FHN5890, 3 I/O motherboard-part # FRN5809, a 117 vac transformer-part# FPN5554, power supply module-part# FPN5555, Central Processing Unit (CPU)-part# F6836, external radio interface board-part # FRN5907, three mixed I/O modules-part# FRN5819, battery bracket-part # FHN6058, battery-part# FLN9059, UHF radio 438-470 MHz-part# FUE1067, radio install kit-part# FLN3268, one antenna cable-part# FKN4473, TCP/IP interface to port 1-part# V527, and all associated cables.

The antenna shall be a gold anodized fully welded UHF directional Yagis, model Y4503, as manufactured by Antenex. The antenna shall be mounted on a minimum 20 foot tall galvanized mast. The mast shall be rigid pipe, two and one half inches in diameter at the base. The upper 5 feet of mast will be rigid pipe, one and one quarter inches in diameter. The bottom of the mast will be set 3 foot below ground level and encased in a column of concrete a minimum of 12 inches in diameter and 3 foot deep. Antenna cable shall be Times Microwave Systems 3/8 inch diameter flexible low loss coaxial cable, part# LMR-400-DB and shall be fed into the antenna mast through a ½ inch diameter chase nipple at the top and exit the bottom through a ½ inch Seal Tite flexible conduit to the RTU cabinet. The mast shall be grounded to separate ground rod. A 60-foot copper-clad ground rod will be driven into the ground adjacent to the control panel and must test less than 25 ohms resistance. Grounding wire will be Cad welded to the ground rod. Coordination of SCADA programming will be provided by DCR Inc.

2.9.8.3 Surge Protection

A surge protection unit, Ditek, model KX-(applied voltage) shall be installed in a separate cabinet.

2.9.8.4 Variable Frequency Drive

Variable Frequency Drive (VFD) may be required for some pumping stations and will be determined by the City of Cocoa Engineering Division at the time of plan review based on pump horsepower, force main pressure, and pumping distance. VFD's will be manufactured by ABB, Square-D, or Toshiba. VFDs will be housed in a separate NEMA 4X stainless steel cabinet with heat reflecting hood and ventilation system to ensure internal temperature does not exceed VFD design requirements. A submersible pressure transmitter manufactured by Blue Ribbon Industries will be installed to provide a 4-20mA signal for pump speed control. SCADA programming will be required.

2.9.9 EMERGENCY GENERATOR

Stand-alone emergency electrical generators may be required for some pumping stations and will be determined by the Engineering Division at the time of plan review. Generators shall be manufactured by Baldor or Kohler and equipped with John Deere diesel engines. Generator will be equipped with a fuel tank sized to provide a minimum of 30 hours operation under full load conditions. Automatic Transfer Switch (ATS) will be installed in a separate NEMA 4X enclosure.

2.10 CONDUIT

Exposed electrical conduit will be galvanized rigid with protective coating where it penetrates concrete, buried conduit will be Schedule 40 PVC. Conduits will be sized in accordance with NEC or larger with a minimum diameter of 2 inches. PVC conduits for pump and float wiring will be installed through the side of the wet well, below the lid, and above the high water level.

Each pump power cable will be installed through a separate conduit from the wet well to the control panel junction box. Seal failure and over-temperature wiring for the pump will be installed in the same conduit. One (l) conduit will be provided to accommodate float wiring. Conduits for power and float wiring will be installed in close proximity and located to provide the straightest possible run to the junction box. Wiring from the wet well will be terminated in the junction box. Continuous wiring through the box will not be permitted.

A separate 2 inch diameter PVC conduit will be installed through the side of the wet well with the ends capped for future use. This conduit will be located at 90, 180, or 270 degrees from the others. The Engineering Division will determine the exact location during plan review.

APPENDIX A

APPROVED MATERIAL

APPENDIX A APPROVED MATERIAL

VALVES AND ACCESSORIES

Item	Manufacturer	Part	Comments
Air Release Valves			
1.	A.R.I. USA, Inc.	D-025	Wastewater
2.	A.R.I. USA, Inc.	S-025	Wastewater
3.			
4.			
5.			
Air Release Valve Vault Frame and Cover			
1.	See detail		
2.			
3.			
Blow Off Valve			
1.	See detail		
2.			
3.			
Gate Valves 4 thru 12-inch (Resilient Seated Only)			
1.	American Flow Control	AFC-2500	18-8 Type 304 Stainless Steel nuts and bolts
2.	American AVK	Series 65	18-8 Type 304 Stainless Steel nuts and bolts
3.	M&H	Style 4067, Style 7000	18-8 Type 304 Stainless Steel nuts and bolts
4.	U.S. Pipe	A-USP0	18-8 Type 304 Stainless Steel nuts and bolts
5.	Mueller	A-2360 Resilient Wedge Gate Valve	18-8 Type 304 Stainless Steel nuts and bolts
6.	Clow	Model 2638	18-8 Type 304 Stainless Steel nuts and bolts
7.	Kennedy Valve	KS-RW	18-8 Type 304 Stainless Steel nuts and bolts
8.			
9.			

APPENDIX A APPROVED MATERIAL

Item	Manufacturer	Part	Comments
Gate Valves 16-inch thru 48-inch (Resilient Seated Only with Bevel Gear Operator)			
1.	Mueller	A-2361	18-8 Type 304 Stainless Steel nuts and bolts
2.	American Flow Control	AFC-2500	18-8 Type 304 Stainless Steel nuts and bolts
3.	U.S. Pipe	A-USP1	
4.	American AVK	Series 45	16" only, 18-8 Type 304 Stainless Steel nuts and bolts
5.	American AVK	Series 45	18-24" only, 18-8 Type 304 Stainless Steel nuts and bolts
6.	M&H	Style 7000	16-54" only, 18-8 Type 304 Stainless Steel nuts and bolts
7.	Clow	Model 2638	18-8 Type 304 Stainless Steel nuts and bolts
8.	Kennedy Valve	KS-RW	18-8 Type 304 Stainless Steel nuts and bolts
Valve Extensions			
1.	General Engineering Company	Model #4840-0001-3	
2.			
Valve Boxes			
1.	East Jordan Iron Works		5-1/4" minimum inside diameter
2.	Tyler		5-1/4" minimum inside diameter
3.			
4.			
5.			
Valve Boxes Alignment Rings			
1.	BOXLOK	#1	
2.	BOXLOK	#2	
3.	AFC		
4.			

APPENDIX A APPROVED MATERIAL

SERVICE MATERIALS

Item	Manufacturer	Part Number	Comments
Brass Service Saddles			
1.	Mueller	BR 1 B	.75-1.00" CC thread
	Mueller	BR 2 B	1.5-2.00"; CC thread
2.	Ford	101B single	pipe sizes 4" to 12", for 3/4" and 1"
3.	Ford	style 202B	1-1/2" and 2" services
4.	Ford	style 202B	pipe sizes 16" and larger, for 3/4", 1", 1-1/2," and 2" services
5.			
Corporation Stops			
1.	Ford	FB600, FB600-3, FB600-4, FB600-6, FB600-7	CC x Flare; .75-2.00"
2.	Ford	FB1600	CC x F.I.P 2" Only
3.	Mueller	B-25000	CC x Flare; .75-2.00"
4.	Mueller	B-25045	2" only
5.			
Curb Stops			
1.	Ford	B23-232W	
2.	Ford	B23-444W	
3.	Ford	BF23-666W	
4.	Ford	BF23-777W	
5.	Mueller	B-24352	.75 - 1.00"
6.	Mueller	B-24334	1.50 - 2.00"
7.	Mueller	H-14352	.75 - 1.00"
8.			
Meter Boxes (With cast Iron Reader)			
1.	Carson	L-1419-12CIR	
2.	CDR Systems Corporation	A00-1730-12	1-1/2 and 2-inch meters
3.	DFW Plastics, Inc.	DRW 36F-12-3C	
4.	DFW Plastics, Inc.	DFW 1730-12-	
5.	DFW Plastics, Inc.	DFW 37F-12-3c	

APPENDIX A APPROVED MATERIAL

PIPE MATERIALS AND APPURTENANCES

Item	Manufacturer	Part Number	Comments
Casing Spacers (All Sizes) **Stainless Steel with Vinyl Runners**			
1.	Cascade	CCS	Fasteners 304 SS
2.	Cascade	CCS-ER	Fasteners 304 SS
3.	BWM Co.	BWN-SS	Fasteners 304 SS
4.	CCI Pipeline Systems	CSS8/12	Fasteners 304 SS
5.			
Casing End Seals			
1.	Cascade	CCES	Bands, 304 SS
2.	BWM Co.	BWM-	Bands, 304 SS
3.	CCI Pipeline Systems	ESW/ESC	Bands, 304 SS
4.			
Ductile Iron Cement Lined			
1.	American	FASTITE	AWWA C104 for Cement Lining
2.	U.S. Pipe	TYTON	AWWA C104 for Cement Lining
3.	Griffin	TYTON & FASTITE	AWWA C104 for Cement Lining
4.	McWane	TYTON & FASTITE	AWWA C104 for Cement Lining
5.	American	FASTITE	401 Protecto coating for wastewater
6.	U.S. Pipe	TYTON	401 Protecto coating for wastewater
7.	Griffin	TYTON & FASTITE	401 Protecto coating for wastewater
Polyethylene Encasement			
1.	Multiple		AWWA C105
PVC			
1.	Multiple	C-900 DR18	Water, Reclaimed and Sewer Force Main
2.	Multiple	SDR-35	Gravity Sewer
Tracer Wire and Appurtenances			
1.	Multiple	#12 CCS	See Spec 1.5.5
2.	Multiple	Wire Nut	Underground Silicone Based

APPENDIX A APPROVED MATERIAL

PIPE FITTINGS

Item	Manufacturer	Part Number	Comments
Restraining Glands			
1.	EBBA Iron		Domestic
2.	Ford Meter Box		Domestic
3.	Union Tyler		Domestic
4.	SIP Industries		Domestic
5.	JCM Industries	610, 611, 620	Undercoat & wrap rods and clamps
6.	JCM Industries	621, 630, 631	Undercoat & wrap rods and clamps
Fittings C153 SSB / C110 Flange (Cement or fusion bonded epoxy lined)			
1.	Tyler Union		Domestic
2.	American		Domestic
3.	U.S. Pipe		Domestic
4.	Tyler Union		401 Protecto coating for wastewater
5.	American		401 Protecto coating for wastewater
6.	U.S. Pipe		401 Protecto coating for wastewater
Restrained Joints - Ductile iron pipe			
1.	American	Fast Grip	
2.	American	Flex-Ring	
3.	Lok-Ring	Lok-Ring	
5.	Griffin	Talon RJ Gaskets	
6.	U.S. Pipe	TR Flex	
7.	U.S. Pipe	HP Lok	
8.	U.S. Pipe	Field-Loc	
Restrained Joints - PVC pipe			
1.	JM	Eagle Loc 900	C-900, DR18
2.	Underground Solutions	Fusible PVC	C-900/C-905, DR18
3.	Certain Teed	Certa-Lok	C-900, DR18
4.	Diamond Plastics	Diamond Lok-21	C-900, DR18
5.			

APPENDIX A APPROVED MATERIAL

Item	Manufacturer	Part Number	Comments
Transition Coupling			
1.	Romac	Macro HP, XR501	ACP to DIP, CIP, PVC
3.	TPS	Hymax-2000	ACP to DIP, CIP, PVC
4.	FORD	FC2A, FC2W	ACP to DIP, CIP, PVC
5.			
Tapping Sleeve			
1.	Ford	FTSS	18-8 Type 304 Stainless Steel, bolts and flange
2.	Mueller	H-304SS	18-8 Type 304 Stainless Steel, bolts and flange
3.	JCM	#432 SS	18-8 Type 304 Stainless Steel, bolts and flange
4.	JCM	#415	18-8 Type 304 Stainless Steel nuts, bolts and straps, Epoxy Coated Body
5.	Smith-Blair	625	18-8 Type 304 Stainless Steel nuts, bolts and straps
6.	Robar	6606 SS Bolt Bracket	18-8 Type 304 Stainless Steel, bolts and flange
7.	TPS	Triple Tap Tapping Sleeve	18-8 Type 304 Stainless Steel, bolts and flange
Line Stop Sleeve			
1.	JCM	440	All SS 4"-12", Full opening outlet

HYDRANTS

Item	Manufacturer	Part Number	Comments
Hydrants			
1.	American-Darling	B-84-B-5	5 1/4" Valve Opening
2.	American-Darling	6 B84B-5	6" Valve Opening
3.	Mueller	Super Centurion 250/HS A-423	5-1/4" Valve Opening
4.	Clow	Medallion	5-1/4" Valve Opening
5.			

APPENDIX A APPROVED MATERIAL

FIRELINES

Item	Manufacturer	Part Number	Comments
Firelines DCDA			
1.	Ames	3000SS	
2.	Ames	Colt Series C300Na	Limited Space
3.	Febco	806YD/856 ST	
4.	Febco	876V-OSY-G	Limited Space
5.	Watts	774DCDA	
6.	Watts	757NDCDAOSY	Limited Space
7.	Wilkins	350DA	
8.	Apollo	DCDALF4AN, Type 1	Limited Space
Domestic Backflow Preventors - RPZ			
1.	Ames	4000S	
2.	Febco	825YD	
3.	Watts	994	
4.	Wilkins	375	

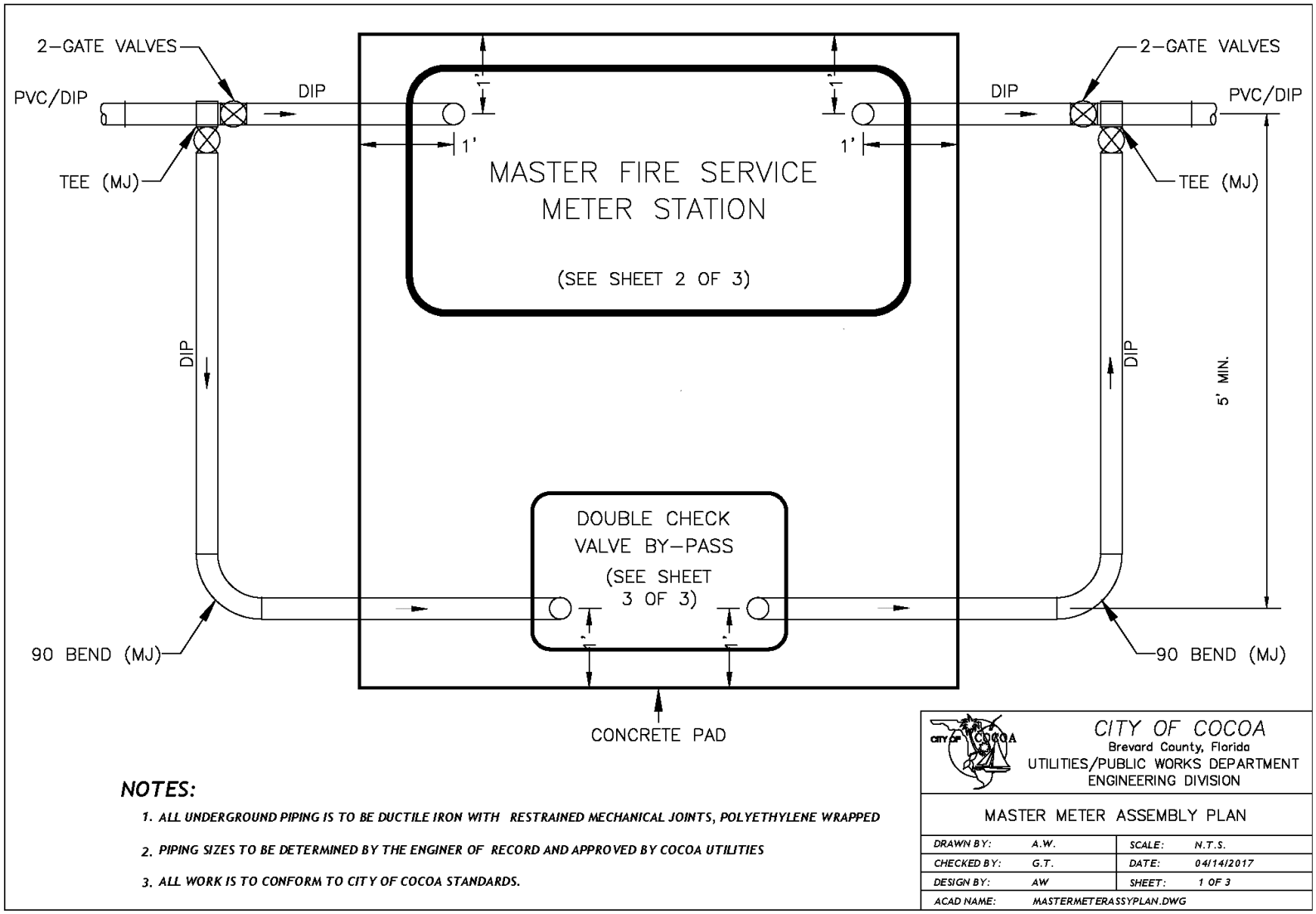
WASTEWATER CATEGORY

Item	Manufacturer	Part Number	Comments
1.	US Foundry	No. 225-AS-ORS	See spec 2.2.4
2.	Conseal	CS-55	Manhole coating
3.	ARGU America	HDPE SURE GRIP	Installation performed by qualified and authorized Agru installers.
4.	Multiple	Hardware	316SS
5.	Multiple	NEMA 4X SS	36" x 48" x 12"
6.	Multiple	Check Valves	See spec 2.9.6
7.	Multiple	L.S. Gate Valves	See spec 2.9.7
8.	Bilco	Aluminum access covers	300 PSF, 316 Hardware
9.	Halliday	Aluminum access covers	300 PSF, 316 Hardware
10.	Multiple	L.S. Control Panel	See spec 2.9.8
11.	Hydromatic		See spec 2.9.4
12.	ABS		See spec 2.9.4
13.	Flyght		See spec 2.9.4
14.	SCADA		See spec 2.9.8.2

APPENDIX B

APPROVED DRAWINGS AND DETAILS

APPENDIX B APPROVED DRAWINGS AND DETAILS



NOTES:

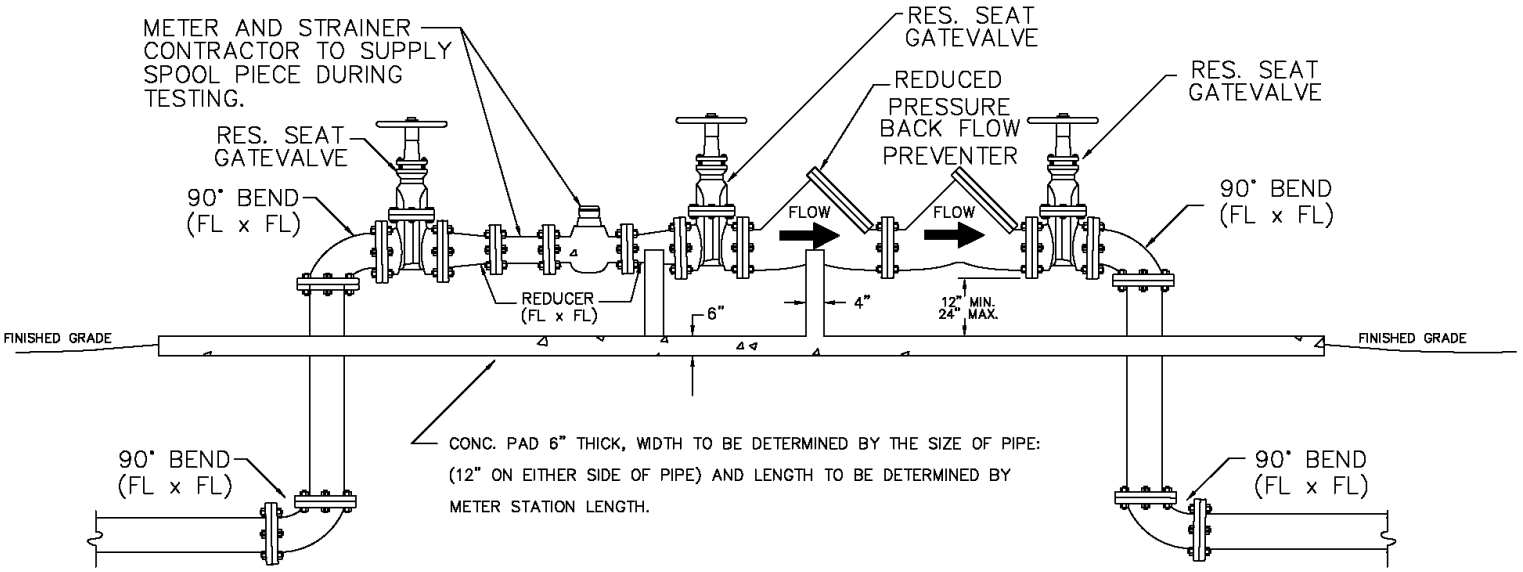
1. ALL UNDERGROUND PIPING IS TO BE DUCTILE IRON WITH RESTRAINED MECHANICAL JOINTS, POLYETHYLENE WRAPPED
2. PIPING SIZES TO BE DETERMINED BY THE ENGINER OF RECORD AND APPROVED BY COCOA UTILITIES
3. ALL WORK IS TO CONFORM TO CITY OF COCOA STANDARDS.

CITY OF COCOA
Brevard County, Florida
UTILITIES/PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MASTER METER ASSEMBLY PLAN

DRAWN BY:	A.W.	SCALE:	N.T.S.
CHECKED BY:	G.T.	DATE:	04/14/2017
DESIGN BY:	AW	SHEET:	1 OF 3
ACAD NAME:	MASTERMETERASSYPLAN.DWG		

APPENDIX B APPROVED DRAWINGS AND DETAILS



NOTE:

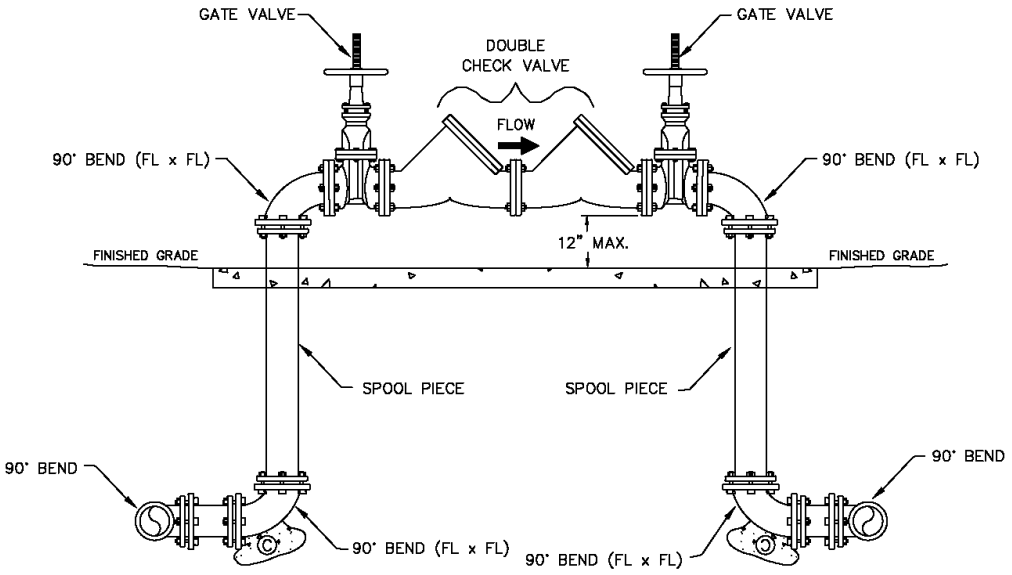
1. ASSEMBLY IS TO BE PAINTED RUST-O-THANE NO. 9407-1854 (BLUE)
2. ALL ABOVE GROUND BOLTS AND NUTS TO BE #304 STANLESS STEEL
3. ALTHREAD ROD WILL NOT BE PERMITTED
4. METER IS TO BE NEPTUNE HIGH PERFORMANCE PROTECTUS III FIRE SERVICE METER WITH STRAINER, CITY OF COCOA WILL PROVIDE
5. REDUCED PRESSURE BACK FLOW PREVENTER IS TO BE FIRE RATED: FEDCO, AMES, WATTS, CLAS-VAL, WILKINS (ZURN), HERSEY

CITY OF COCOA
Brevard County, Florida
UTILITIES/PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MASTER METER ASSEMBLY
METER STATION DETAIL

DRAWN BY:	A.W.	SCALE:	N.T.S.
CHECKED BY:	G.T.	DATE:	01/08/08
DESIGN BY:	A.W.	SHEET:	2 OF 3
ACAD NAME:	METERSTADETAIL.DEG		

APPENDIX B APPROVED DRAWINGS AND DETAILS



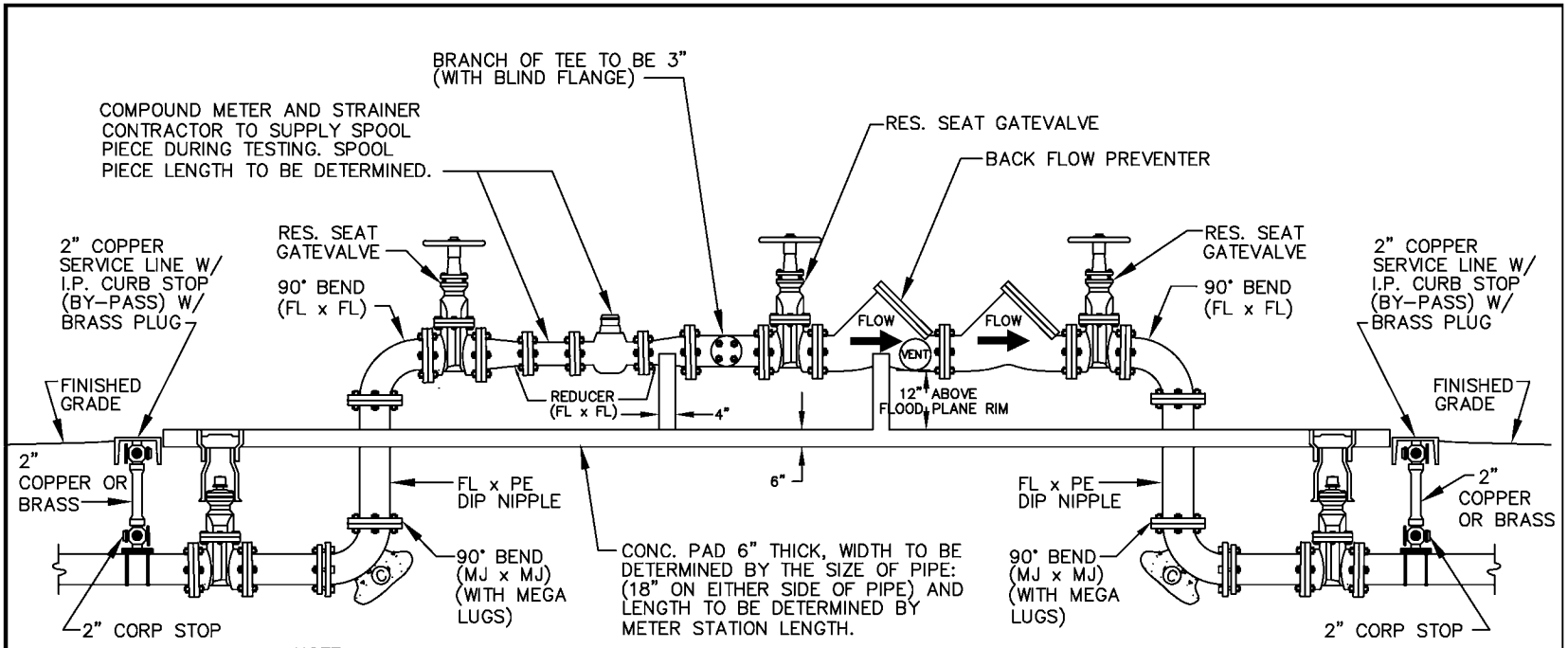
NOTE:

1. ASSEMBLY IS TO BE PAINTED RUST-O-THANE NO. 9407-1854 (BLUE)
2. ALL ABOVE GROUND BOLTS AND NUTS TO BE #304 STANLESS STEEL
3. ALTHREAD ROD WILL NOT BE PERMITTED
4. DOUBLE CHECK VALVE IS TO BE FIRE RATED: FEDCO, AMES, WATTS, CLAS-VAL, WILKINS (ZURN), HERSEY

CITY OF COCOA
Brevard County, Florida
UTILITIES/PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MASTER METER ASSEMBLY
DOUBLE CHECK BYPASS

DRAWN BY:	A.W.	SCALE:	N.T.S.
CHECKED BY:	G.T.	DATE:	01/08/08
DESIGN BY:	A.W.	SHEET:	3 OF 3
ACAD NAME:	METERVAULTASSEMBLY		



NOTE:

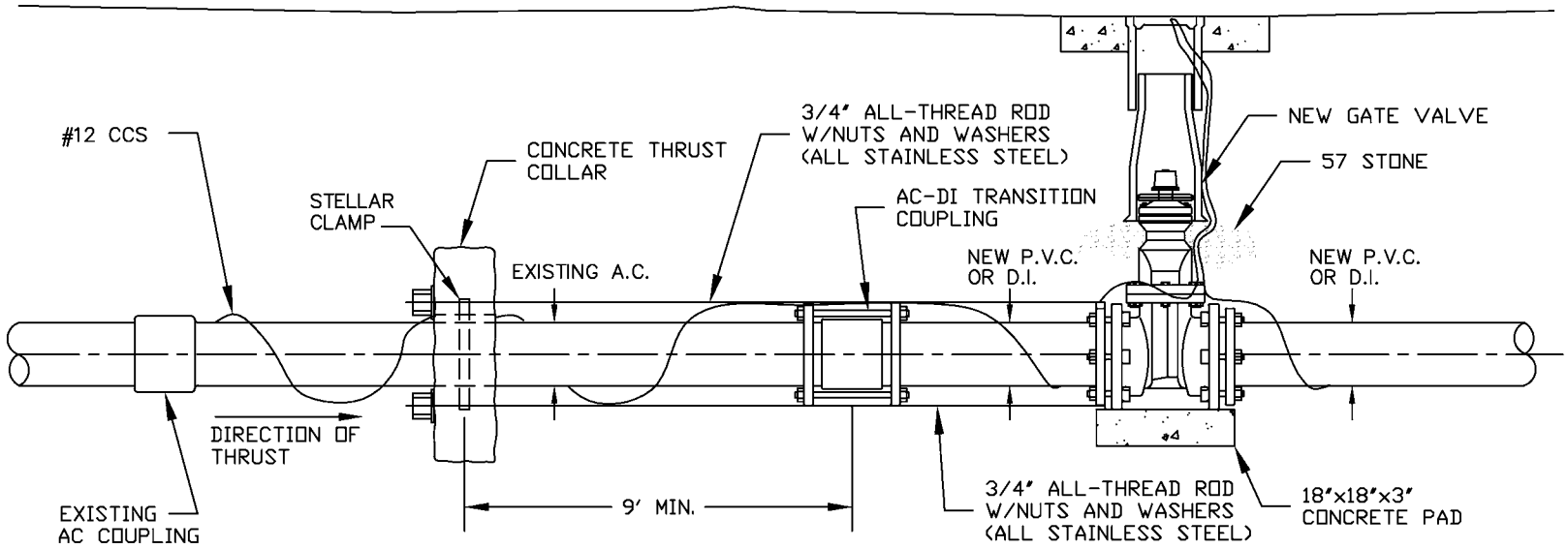
1. ASSEMBLY IS TO BE PAINTED RUST-O-THANE NO. 9407-1854 (BLUE)
2. ALL ABOVE GROUND BOLTS AND NUTS TO BE #304 STAINLESS STEEL.
3. ALTHREAD ROD WILL NOT BE PERMITTED.
4. 12" MIN. CLEARANCE FROM THE VENT ON THE BACKFLOW PREVENTER TO THE FLOOD PLANE RIM.
5. 45° BENDS MAY BE USED WHEN PRIOR APPROVED BY ENGINEER.
6. ALL FITTINGS ARE RESTRAINED.
7. IN LIEU OF CONCRETE SUPPORTS, ADJUSTABLE STAINLESS STEEL SUPPORTS ALLOWED.
8. 2" COPPER SERVICE LINE TO BE INSTALLED ON BRASS SADDLE OR WELDED BOSS. 2" BRASS MAY BE USED IN LIEU OF COPPER.

© REFER TO THRUST BLOCK NOTES & DETAILS.

3" & LARGER METER W/ BACKFLOW PREVENTER ABOVE GROUND INSTALLATION

NTS

CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**3 INCH AND LARGER METER WITH BACKFLOW PREVENTER ABOVE GROUND INSTALLATION**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: 3 IN AND LARGER METER WITH BACKFLOW
			SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



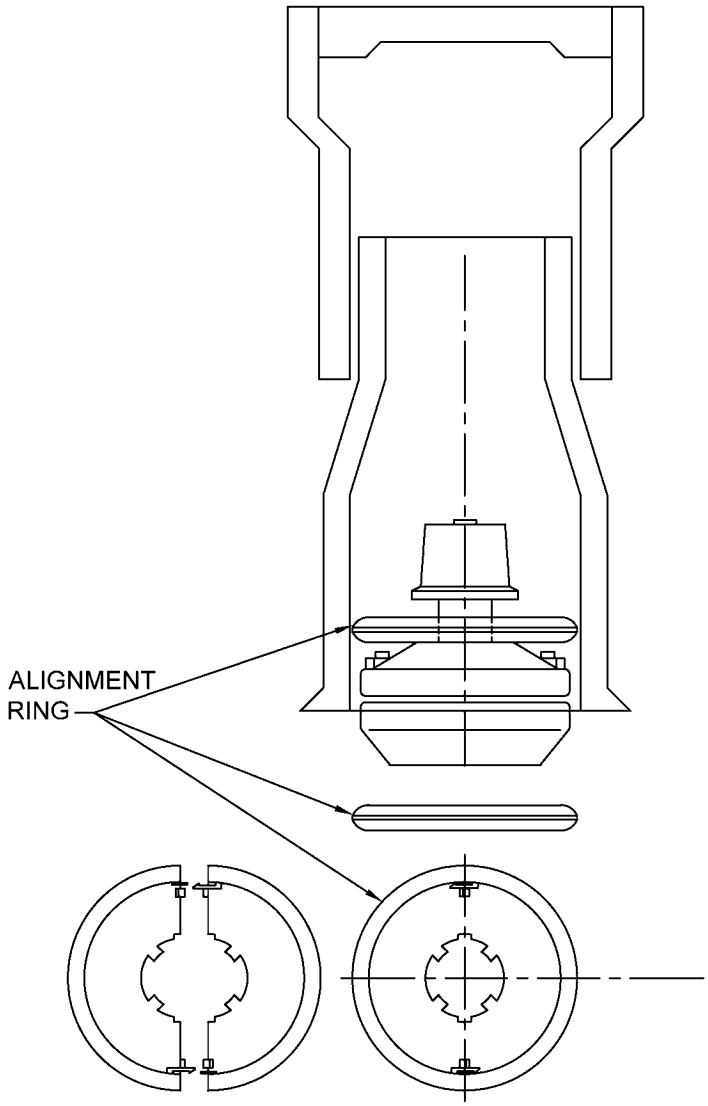
NOTE:

IF A.C. COUPLING IS LESS THAN 9 FEET FROM TIE-IN, THEN PLACE THE CONCRETE COLLAR BEHIND THE COUPLING. REFER TO "THRUST COLLAR WATER & RECLAIMED" DETAIL.

A.C. PIPE TIE-IN

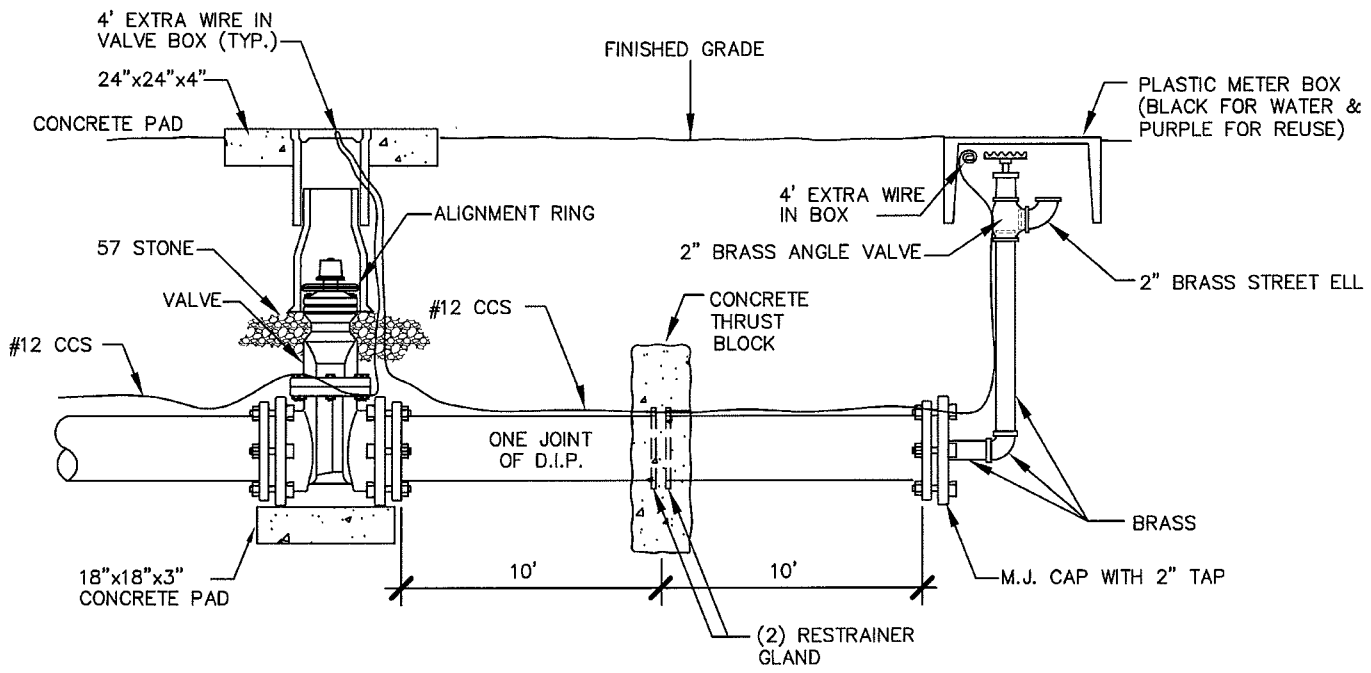
NTS

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**A.C. PIPE TIE-IN**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: A.C. PIPE TIE-IN	



NOTES:
1. FOR ALL VALVES REGARDLESS OF SIZE AND DEPTH.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**ALIGNMENT RING**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: ALIGNMENT RING	

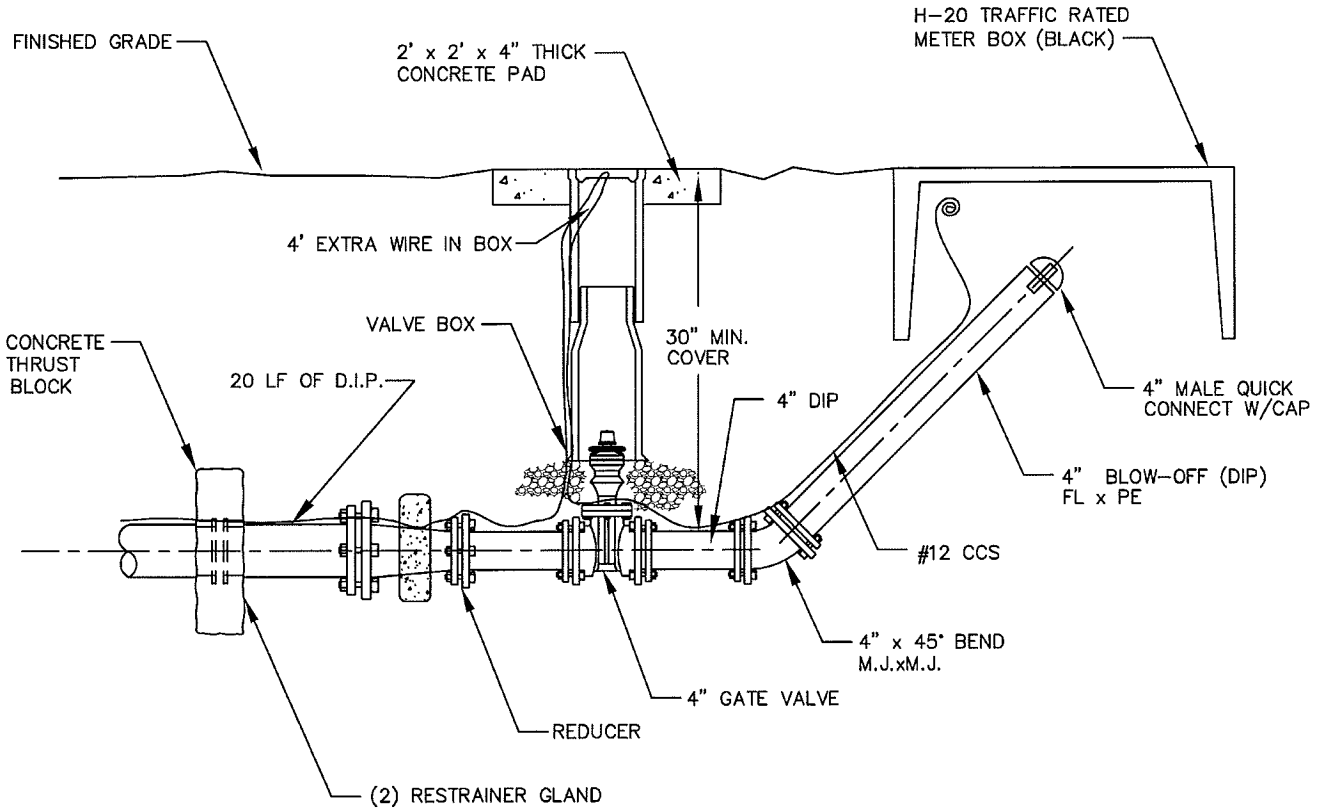


NOTE: PERMANENT BLOW-OFFS DO NOT REQUIRE A JOINT OF D.I.P. OR A VALVE. ALSO ALL BLOW-OFFS NEED TO BE PLACED AT PROPERTY LINES.

PROPER AMOUNT OF RESTRAINED PIPE UPSTREAM OF VALVE MAY BE USED IN LIEU OF THRUST COLLAR.

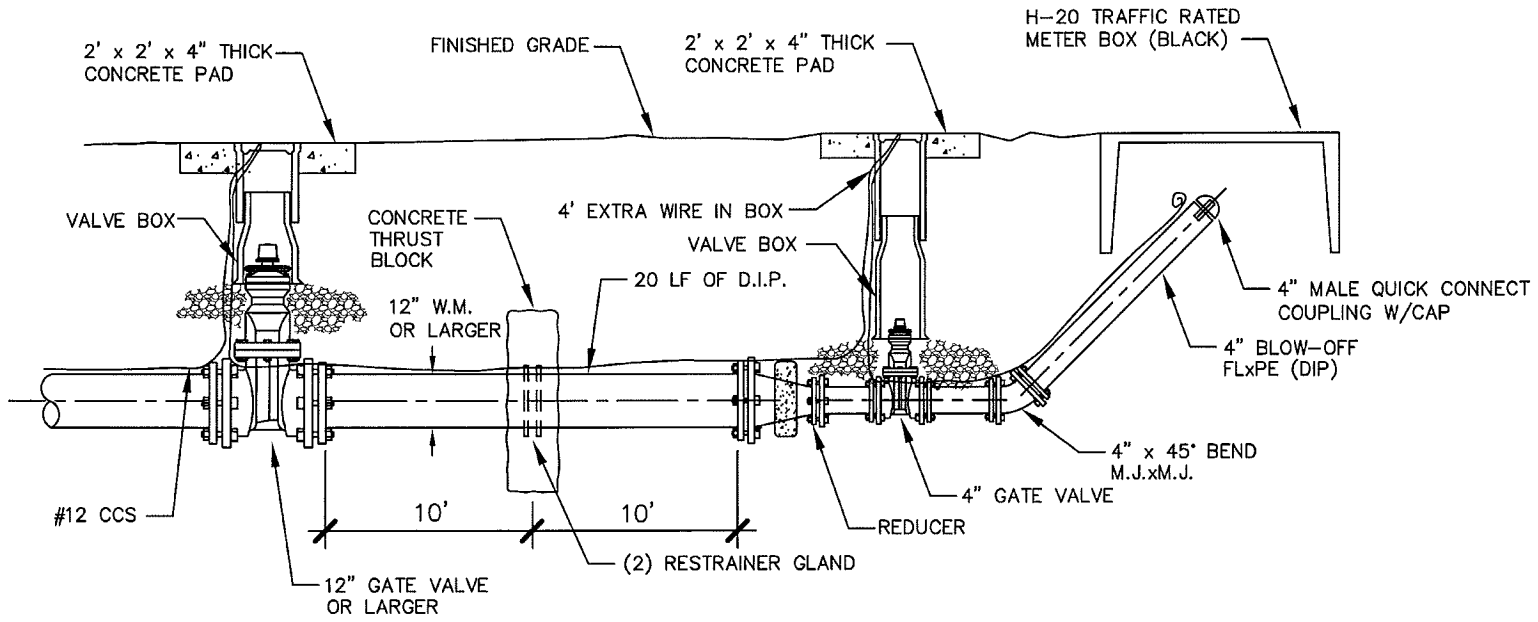
2" BLOW-OFF DETAIL
10" WATER MAINS
AND SMALLER

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**BLOW-OFF DETAIL 1**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 3
		ACAD NAME: BLOW OFF DETAIL 1	



4" PERMANENT BLOW-OFF DETAIL
12" WATER MAINS AND LARGER

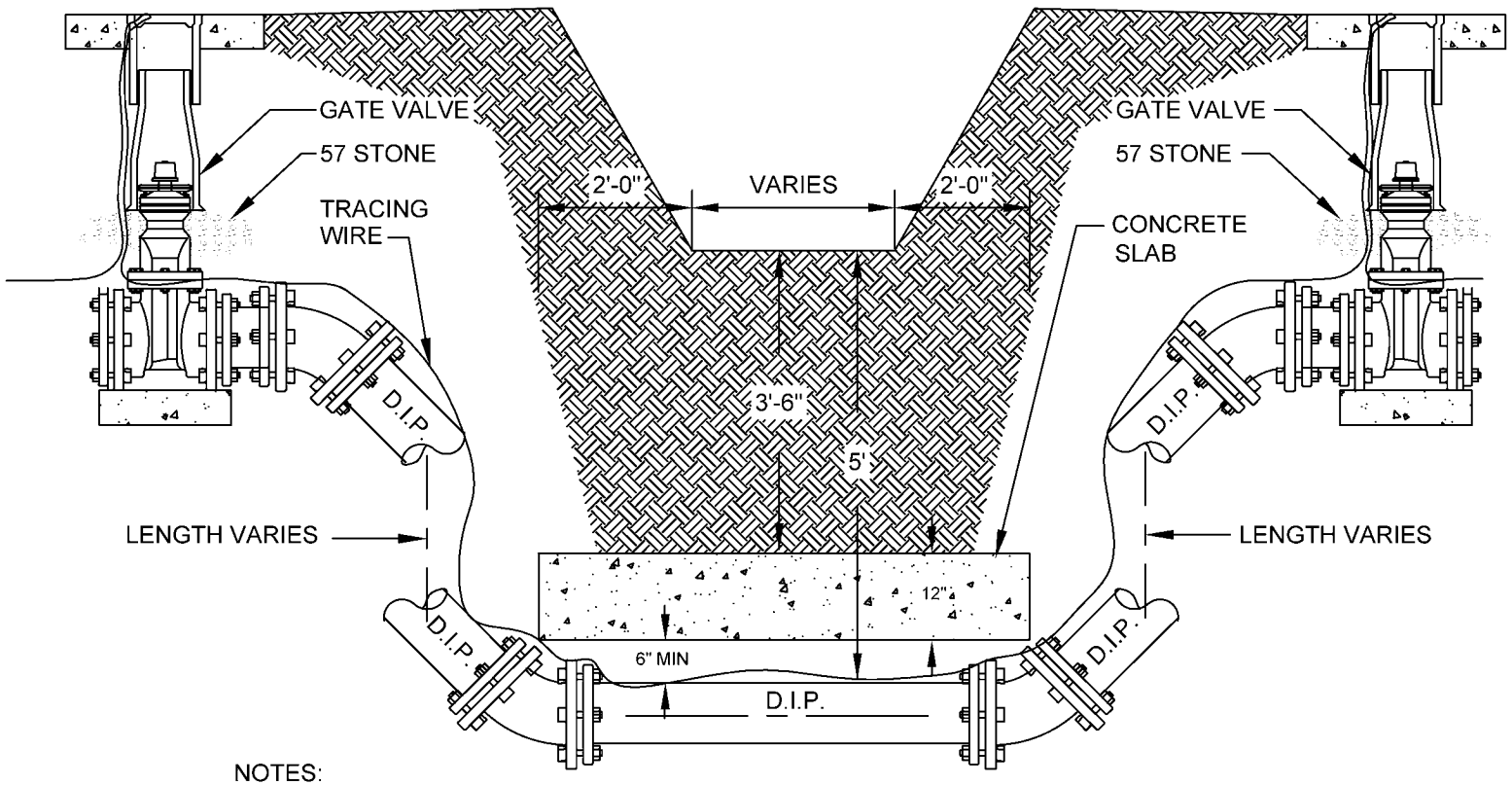
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**BLOW-OFF DETAIL 2**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 2 OF 3
		ACAD NAME: BLOW OFF DETAIL 2	



4" TEMPORARY BLOW-OFF DETAIL
12" WATER MAINS AND LARGER

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**BLOW-OFF DETAIL 3**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 3 OF 3
		ACAD NAME: BLOW OFF DETAIL 3	

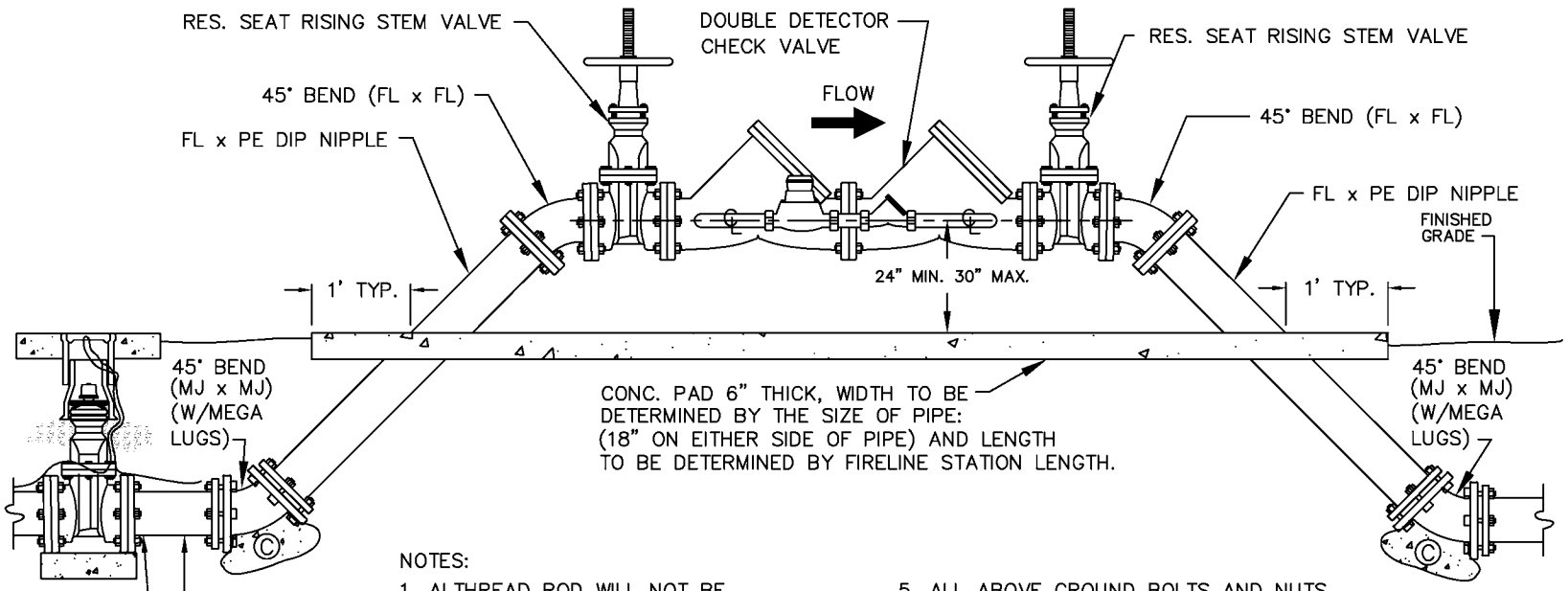
CANAL OR DRAINAGE DITCH CROSSING



NOTES:

1. MAIN SHALL BE RESTRAINED JOINT D.I. PIPE AND EXTEND 5' ON EITHER SIDE OF THE DRAINAGE DITCH.
2. CONCRETE SLAB SHALL BE 2' WIDER THAN THE PIPE O.D. AND A MINIMUM WIDTH OF 6'.
3. CONCRETE SHALL BE 2500 PSI COMPRESSIVE STRENGTH WITH FIBERMESH REINFORCEMENT.

CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**CANAL OR DRAINAGE DITCH CROSSING**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: CANAL OR DRAINAGE DITCH CROSSING
			SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



NOTES:

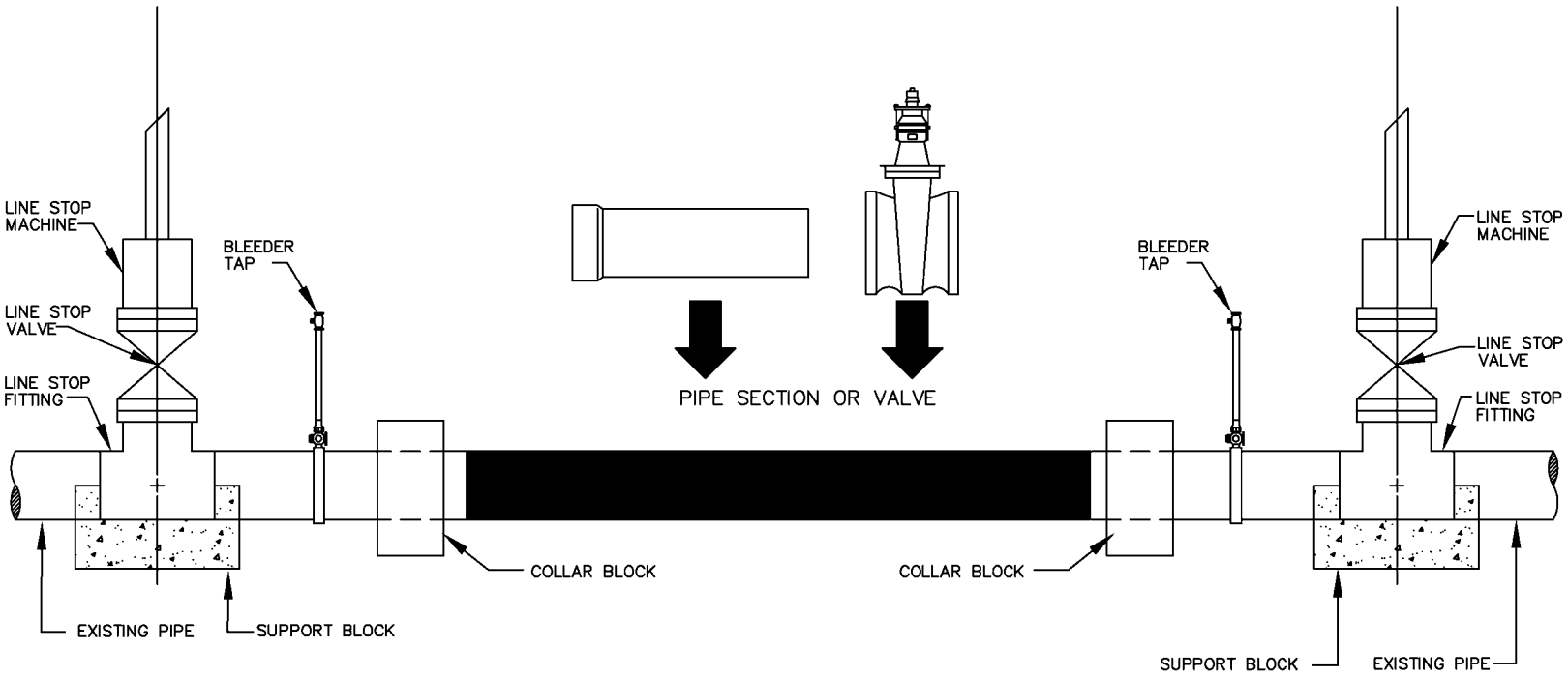
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. 90° BENDS MAY BE INSTALLED IN LIEU OF 45° BENDS IF APPROVED BY FIRELINE ENGINEER & CITY OF COCOA.
3. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
4. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. 9405-1611
5. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
6. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
7. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
8. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.

© REFER TO THRUST BLOCK NOTES & DETAILS.

DOUBLE CHECK DETECTOR ASSEMBLY

NTS

CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**DOUBLE CHECK DETECTOR ASSEMBLY**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: DOUBLE CHECK DETECTOR ASSEMBLY	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



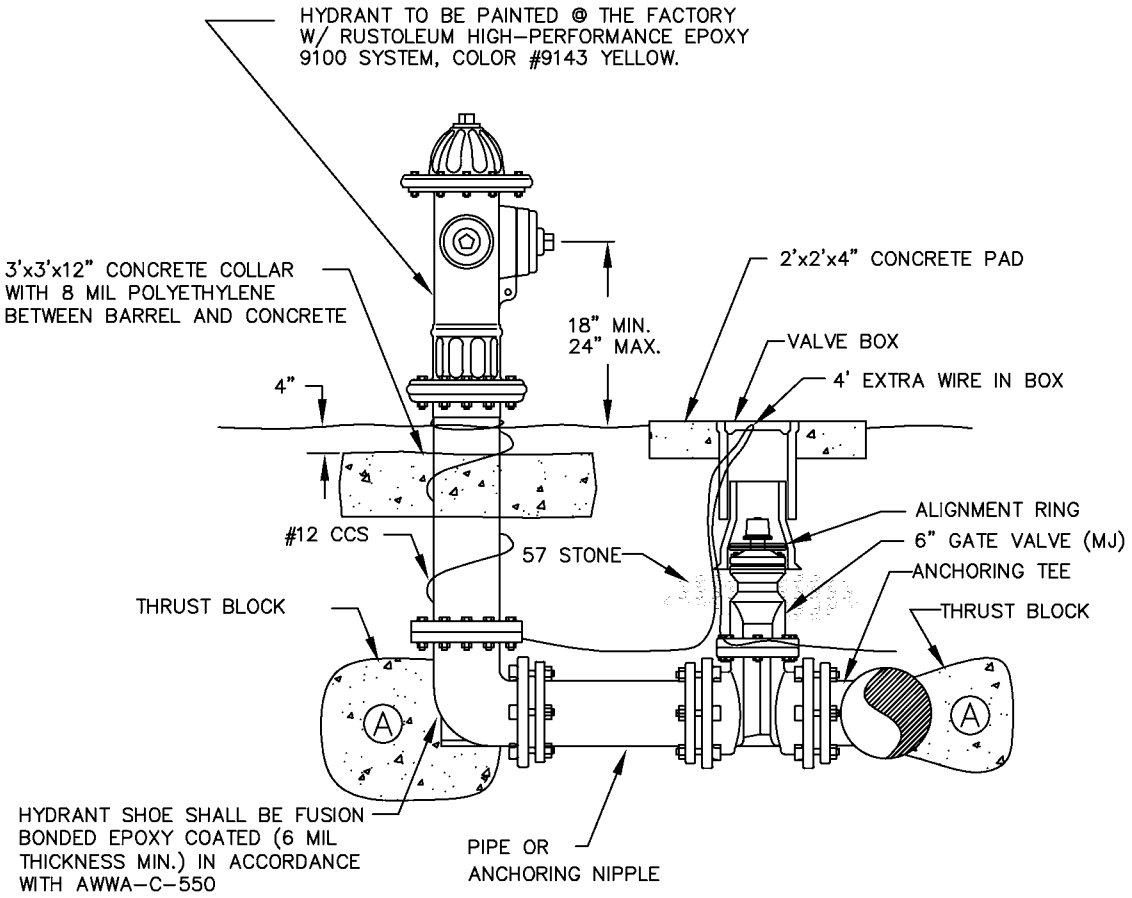
NOTES:

SEE SINGLE LINE STOP DETAIL.
SEE THRUST COLLAR WATER & RECLAIMED DETAIL
4"–8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE SECTION 1.2.6 SERVICE CONNECTION
SEE APPENDIX "A" FOR APPROVED MATERIAL

DOUBLE LINE STOP DETAIL

NTS

COCOA	*CITY OF COCOA* Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**DOUBLE LINE STOP DETAIL**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: DOUBLE LINE STOP DETAIL	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1

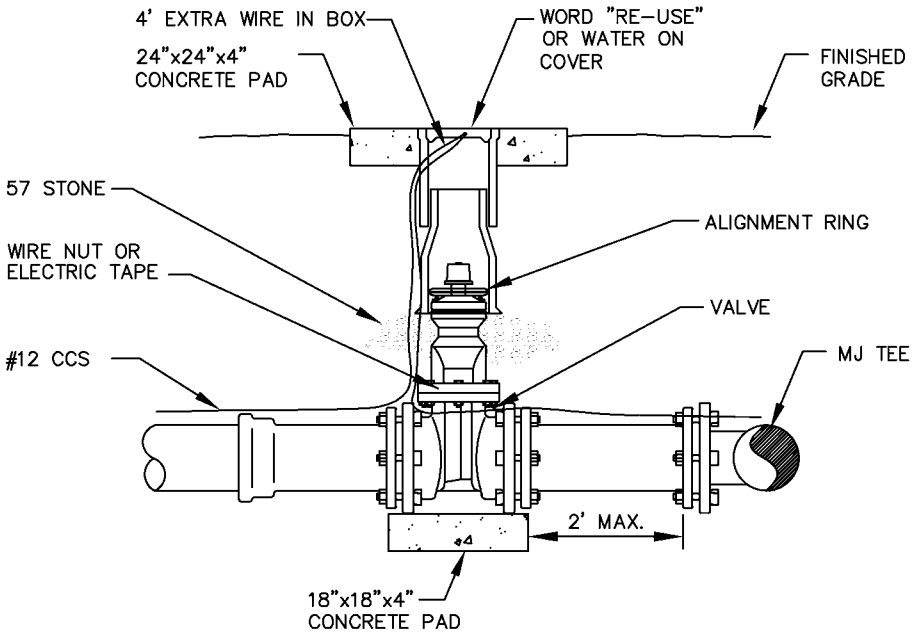


NOTES:

1. CITY CREWS WILL APPLY FINISH PAINT COAT.
2. HYDRANT RISERS WILL NOT BE PERMITTED.
3. FIRE HYDRANT WILL HAVE 18-8 TYPE 304 STAINLESS STEEL BOLTS AND NUTS (BONNET, TRAFFIC FLANGE AND SHOE).
4. SEE SPECIFICATION 1.2.5.

(A) REFER TO THRUST BLOCK NOTES AND DETAILS.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	FIRE HYDRANT DETAIL	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: FIRE HYDRANT DETAIL	



NOTE: PROPER SIZE VALVE BOX SHALL BE INSTALLED. PIPE NOT ALLOWED.

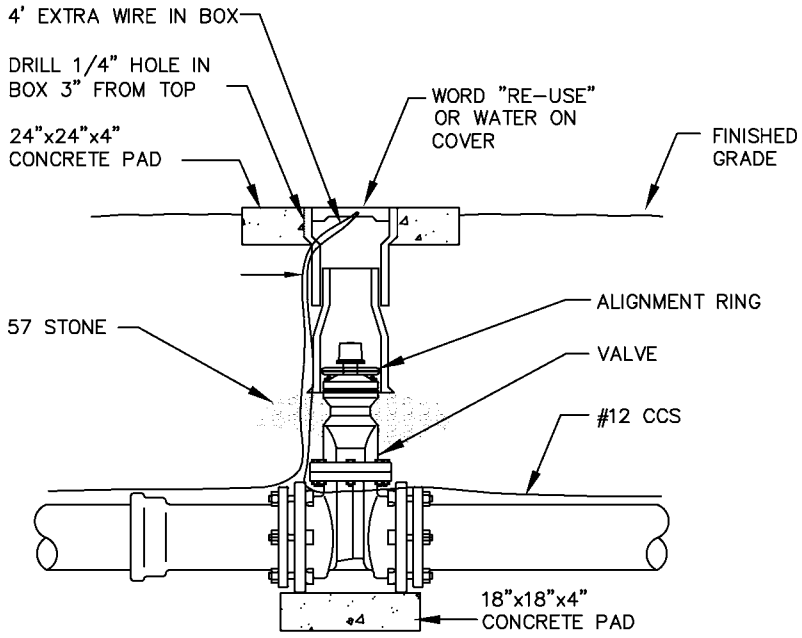
GATE VALVE AND FITTING DETAIL

NTS

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**GATE VALVE AND FITTING DETAIL**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: GATE VALVE & FITTING DETAIL	

GATE VALVE AND VALVE BOX DETAIL

NTS

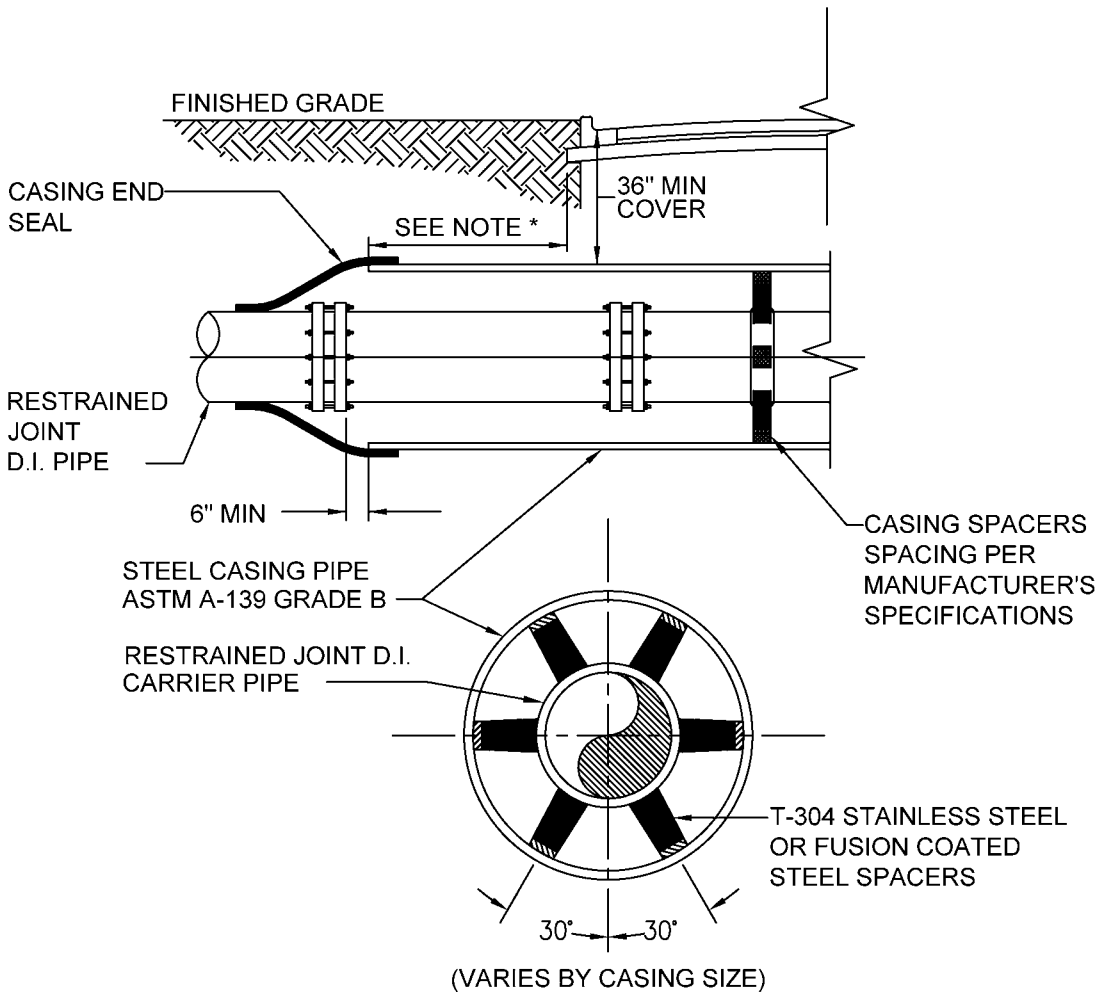


NOTES:

1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. IF THE DEPTH OF THE VALVE NUT IS GREATER THAN 48" BELOW GRADE, OR 30" BELOW GRADE AND UNDER THE WATER TABLE, A VALVE EXTENTION WILL BE REQUIRED. SEE VALVE EXTENSION STEM DETAIL.
3. PROVIDE A PLASTIC DEBRIS SHIELD/ALIGNMENT RING WHICH INSTALLS BELOW THE VALVE ACTUATING NUT. THIS SHIELD SHALL CENTER THE RISER PIPE BOX OVER THE ACTUATING NUT AND MINIMIZE INFILTRATION.
4. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 24" ABOVE TOP OF COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED.
5. FOR NEW CONSTRUCTION, THE VALVE BOX SHALL BE ADJUSTED TO MIDRANGE TO ALLOW FOR FUTURE BOX ADJUSTMENTS.

THIS DETAIL APPLIES TO ALL BURIED VALVES.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**GATE VALVE AND VALVE BOX DETAIL**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: GATE VALVE & VALVE BOX DETAIL	

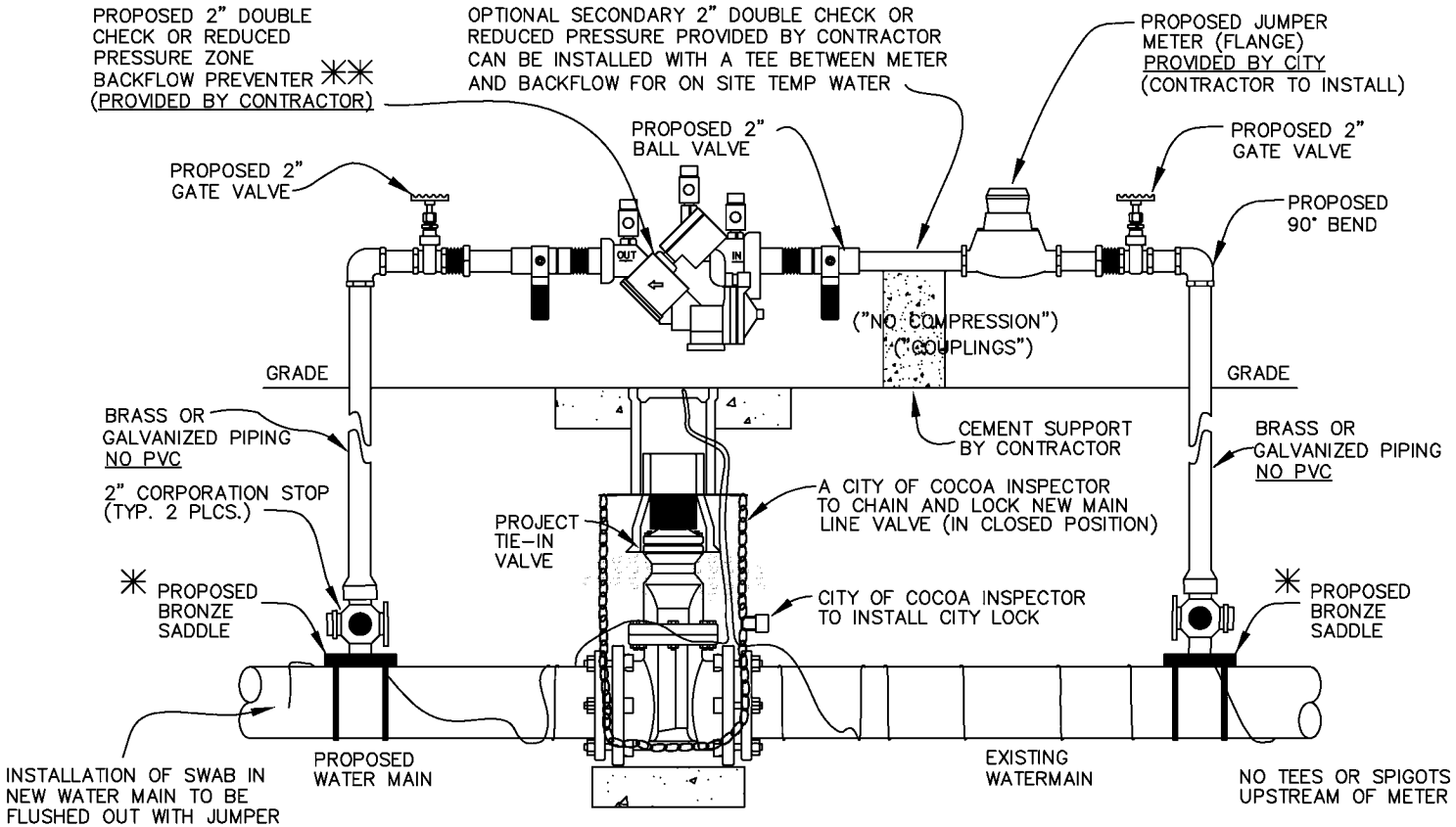


NOTES:
1. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE UTILITY ACCOMMODATION GUIDE SHALL BE MET.
2. DISTANCE BETWEEN SPACERS TO BE PER MANUFACTURER'S SPECIFICATIONS.
3. NO FLOWABLE FILL BETWEEN THE ANULAR SPACE OF THE CASING OR CARRIER PIPE.

* SHALL BE A MINIMUM OF 6' OR MEET FDOT REQUIREMENTS, WHICHEVER IS GREATER.

SEE SECTION 1.5.12.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	JACK AND BORE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: BORE AND JACK	



JUMPER & METER ASSEMBLY

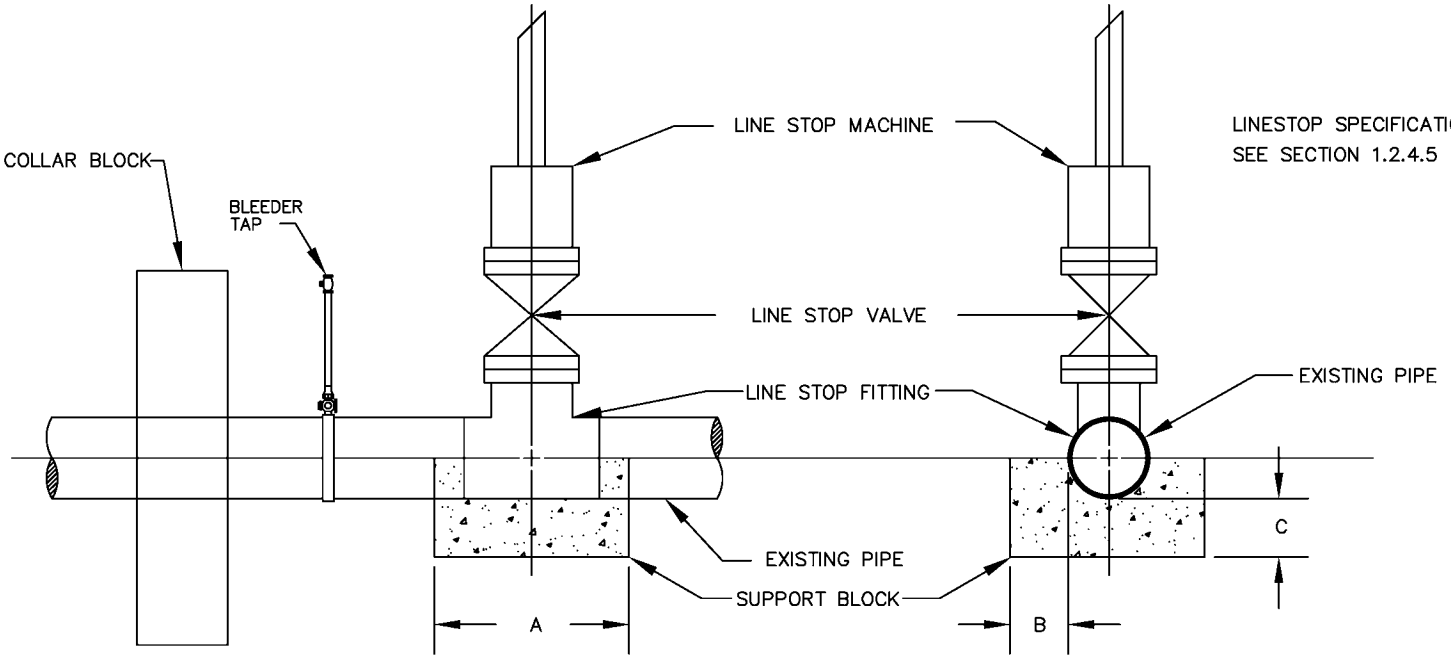
NTS

✳✳ BACKFLOW PREVENTER TO BE TESTED AFTER INSTALLATION. CONTRACTOR TO PROVIDE TEST RESULTS TO INSPECTORS.

✳ INLET: AWWA TAPER ("CC") THREAD OUTLET: F.I.P. THREAD

NOTES:
1. REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED WATER MAIN IMPROVEMENTS.
2. ONLY EXCEPTION TO JUMPER AND METER ASSEMBLY IS INSTALLATION OF FIRE HYDRANT WHERE AN ANCHORING NIPPLE IS USED.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**JUMPER & METER ASSEMBLY**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: JUMPER & METER ASSEMBLY	



← DIRECTION OF THRUST

FORM & POUR SUPPORT BLOCK ON UNDISTURBED OR COMPACTED EARTH AFTER LINE STOP FITTING IS INSTALLED & BEFORE LINE STOP MACHINE IS MOUNTED FOR 16"–20", A= LENGTH OF FITTING PLUS 6"

NOTES:
4"–8" LINE STOP REQUIRES 1" BLEEDER TAP
10" AND LARGER REQUIRES 2" BLEEDER TAP
SEE SECTION 1.2.6 SERVICE CONNECTION
SEE APPENDIX "A" FOR APPROVED MATERIAL

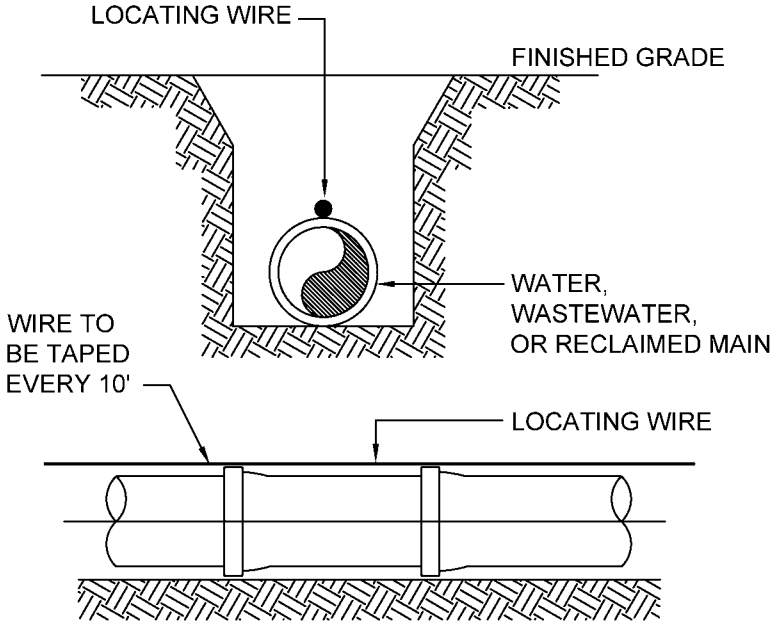
PIPE SIZE (INCHES)	A	B	C
4	18"	6"	6"
6	18"	6"	6"
8	24"	6"	6"
10	24"	8"	8"
12	30"	8"	8"
16	SEE NOTE	12"	12"
20	SEE NOTE	18"	18"

CONCRETE ANCHOR SUPPORT

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION

LINE STOP DETAIL

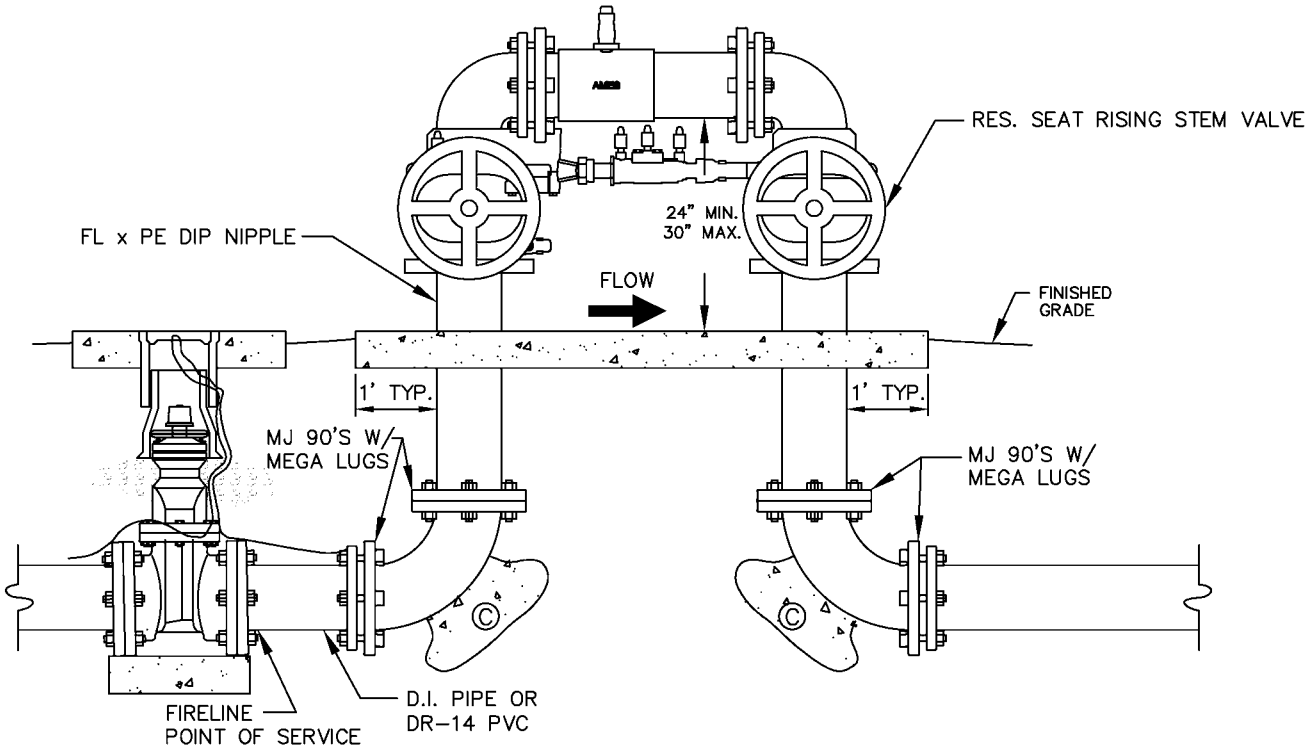
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: LINE STOP DETAIL	



NOTES:

1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (#12 CCS) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE.
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT.
3. SEE SECTION 1.5.5.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**LOCATING WIRE DETAIL**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: LOCATION WIRE DETAIL	

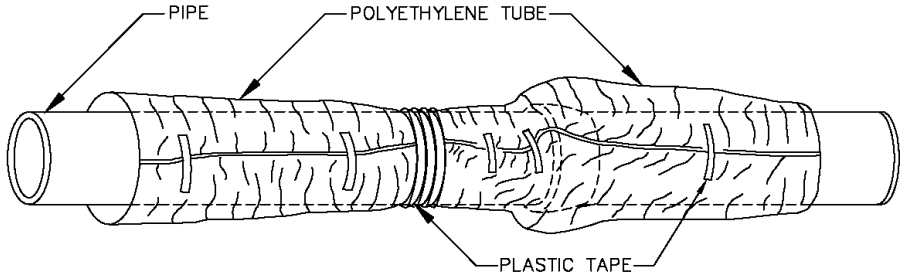


NOTES:

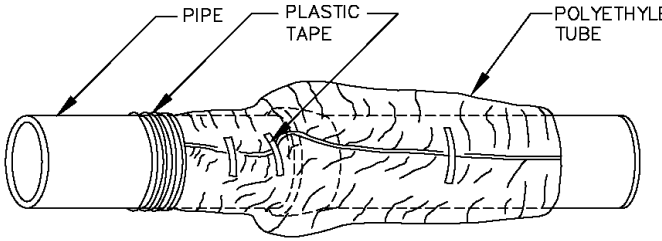
1. ALTHREAD ROD WILL NOT BE PERMITTED.
2. FIRE DEPARTMENT CONNECTIONS (FDC) WILL NOT BE PERMITTED ON ABOVE GROUND PIPING.
3. ASSEMBLY TO BE PAINTED RUST-O-THANE RED NO. 9405-1611
4. ALL ABOVE GROUND BOLTS AND NUTS TO BE 18-8 TYPE 304 STAINLESS STEEL.
5. CITY OWNS AND MAINTAINS TO BOTTOM FITTING ON DOWNSTREAM SIDE.
6. FOUR TO SIX BOLLARDS MAY BE REQUIRED, SPACED 18" FROM CENTERLINE.
7. A FIRELINE CONTRACTOR SHALL BE REQUIRED FROM THE FIRELINE POINT OF SERVICE.

© REFER TO THRUST BLOCK NOTES & DETAILS.

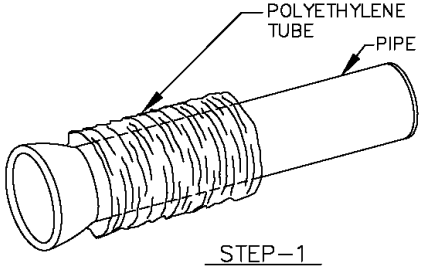
CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**"N" PATTERN DOUBLE CHECK DETECTOR ASSEMBLY**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: N PATTERN DOUBLE CHECK DETECTOR ASSEMBLY	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



STEP–3



STEP–2



STEP–1

FIELD INSTALLATION–POLYETHYLENE WRAP

STEP–1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

STEP–2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH THREE CIRCUMFERENTIAL TURNS OF TWO–INCH WIDE PLASTIC TAPE TO HOLD PLASTIC TUBE AROUND SPIGOT END.

STEP–3 ADJACENT TUBE OVERLAPS FIRST TUBE AND IS SECURED WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE WILL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED INTO AN OVERLAP ON TOP OF THE PIPE AND HELD IN PLACE BY MEANS OF PIECES OF THE PLASTIC TAPE AT APPROXIMATELY THREE TO FIVE FOOT INTERVALS.

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION

POLYETHYLENE WRAP

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: POLY WRAP	

CITY OF COCOA UTILITIES
TECHNICAL PROVISIONS

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)								
TYPE	PIPE SIZE							
	4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	21	29	38	45	53	66	79	91
45° BEND	9	12	16	19	22	45	33	38
22-1/2° BEND	5	6	8	9	11	14	16	19
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OF TEE, VALVE	58	82	107	128	151	193	234	273

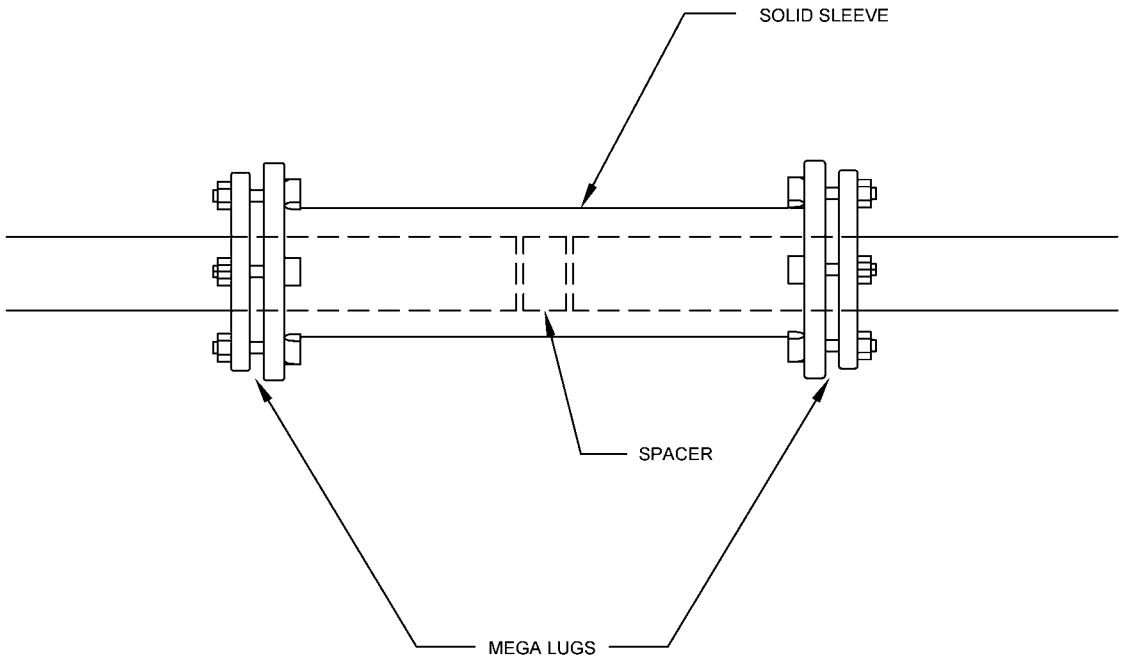
NOTES:

1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

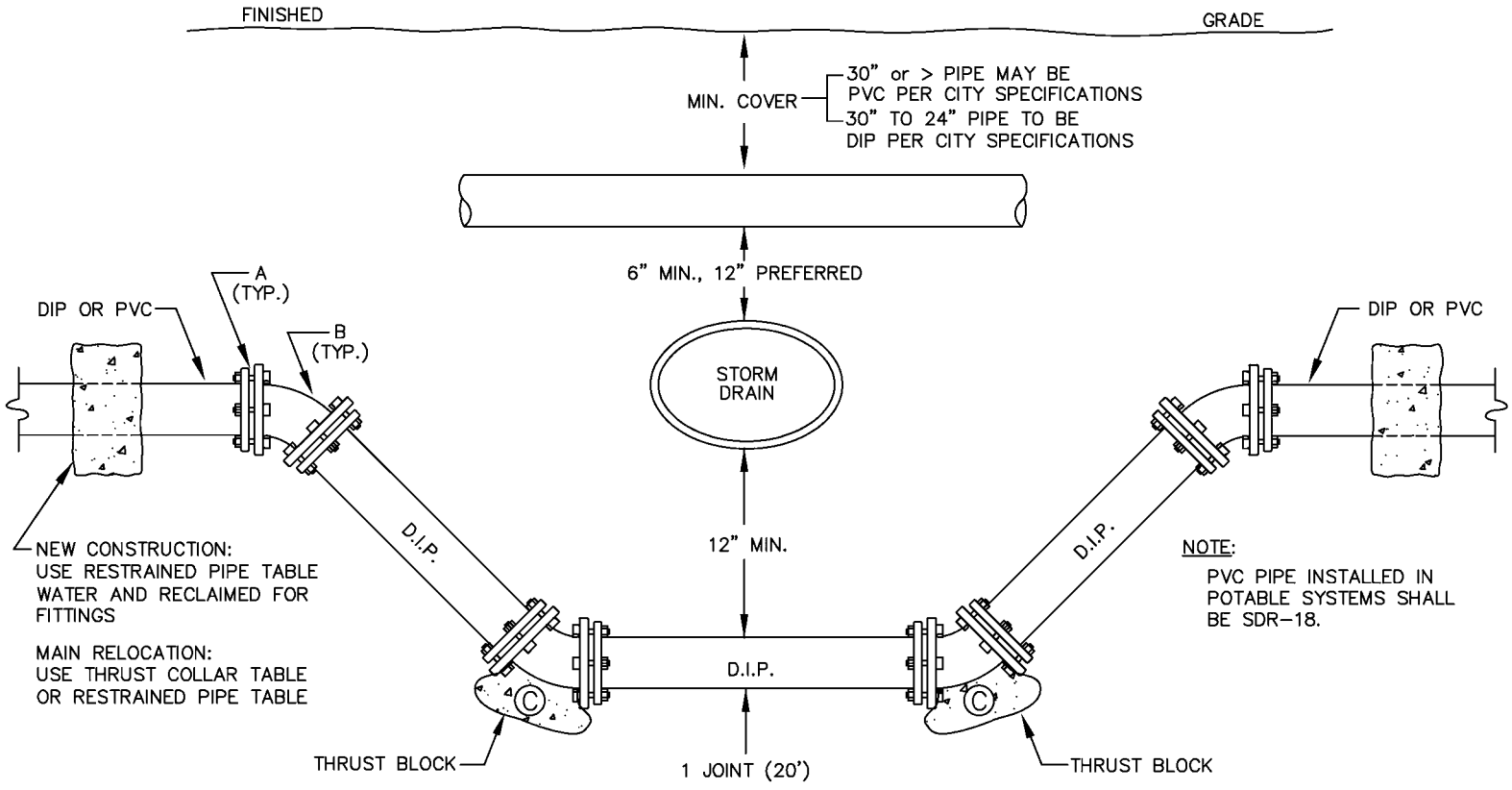
   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3

6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

COCOA *CITY OF COCOA* Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: RESTRAINED PIPE TABLE WATER AND RECLAIMED	



COCOA	*CITY OF COCOA* Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**SOLID SLEEVE DETAIL**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: SOLID SLEEVE DETAIL	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



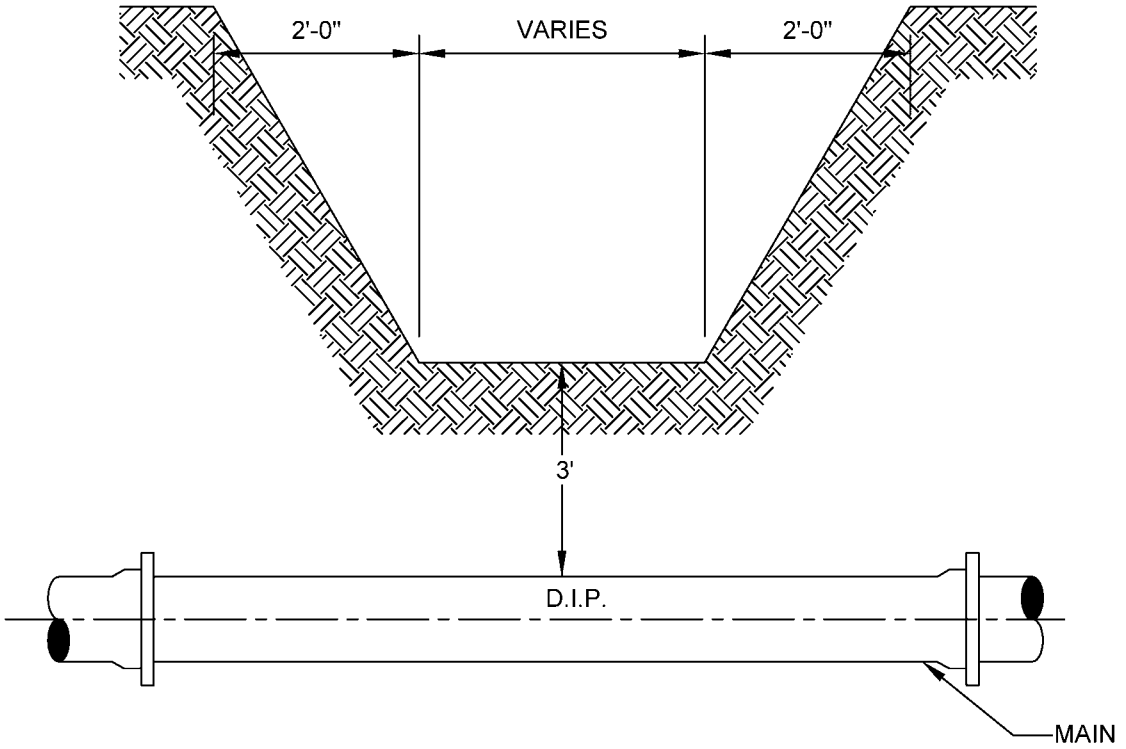
STORM DRAIN CROSSING

NTS

PER FDEP 62-555.314

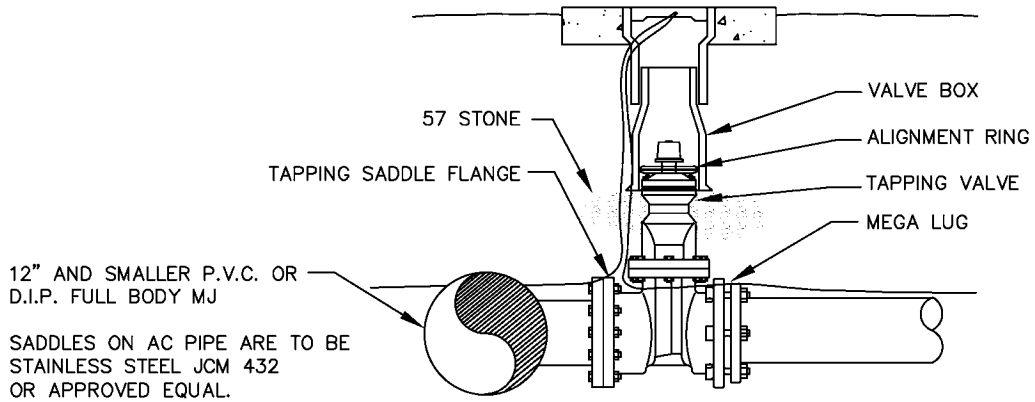
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**STORM DRAIN CROSSING**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: STORM DRAIN CROSSING	

SWALE CROSSING



NOTES:
1. MAIN SHALL BE A CONTINUOUS LENGTH OF D.I. PIPE TO EXTEND 2 FEET MINIMUM EITHER SIDE OF THE DRAINAGE SWALE.
2. IF 1 OR MORE JOINTS OF PIPE IS REQUIRED, JOINT MUST BE RESTRAINED.

CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**SWALE CROSSING**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: SWALE CROSSING	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



TAPPING SADDLE AND VALVE

NTS

CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**TAPPING SADDLE AND VALVE**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: TAPPING SADDLE AND VALVE	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1

THRUST BLOCK NOTES

1.) WRAP ALL FITTINGS WITH POLYETHYLENE FILM BEFORE POURING THRUST BLOCK, MAKING CERTAIN TO KEEP CONCRETE AWAY FROM ALL BOLTS, GLANDS, AND FLANGES.

2.) THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED EARTH.

3.) REQUIRED VOLUMES OF BEARING AREAS TO BE AS SHOWN IN CHART. ADJUSTMENTS, IF NEEDED, WILL BE ALLOWED TO CONFORM TO TEST PRESSURE AND ALLOWABLE SOIL BEARING STRESS AS SHOWN IN SPECIFICATIONS.

4.) BEARING AREA FOR TRANSIT BLOCKS ON HORIZONTAL BENDS IS BASED ON A TEST PRESSURE OF 150 P.S.I. AND SOIL BEARING STRESS OF 2,000 P.S.F.. THE DEPTH TO THE THRUST BLOCK BASE TO BE EQUAL TO OR GREATER THAN TWICE THE HEIGHT. (EXAMPLE: IF BLOCK IS 2' THICK, THE BASE IS TO BE NO GREATER THAN 4' BELOW GRADE.)

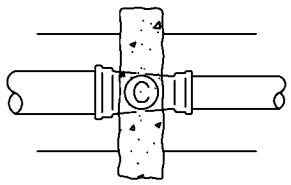
5.) VERTICAL BEND THRUST BLOCKS TO BE THE SAME AS HORIZONTAL BENDS.

6.) BEARING AREA OF THRUST BLOCK TO BE NOT LESS THAN ONE SQUARE FOOT.

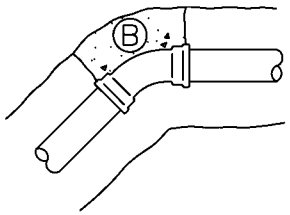
MINIMUM BEARING AREA (SQ. FT.)

LETTER	PIPE SIZE						
	4"	6"	8"	10"	12"	16"	20"
A	1-1/2	2-3/4	5	7-1/4	10-1/4	18	27-1/2
B(22-1/2)	3/4	1	2	3	4	7	11
B (45°)	1	2-1/4	3-3/4	5-1/2	8	13-3/4	21
C	2	4	7	11-1/4	14-1/2	25-1/4	39

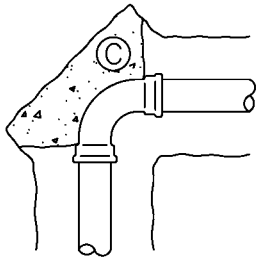
THE FIGURES IN THIS TABLE REPRESENT AREA OF CONCRETE BLOCKING AGAINST THE VERTICAL TRENCH WALL OF UNDISTURBED EARTH IN SQUARE FEET AT 2000 P.S.F. SOIL BEARING CAPACITY.



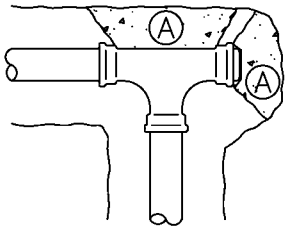
REDUCER
NTS



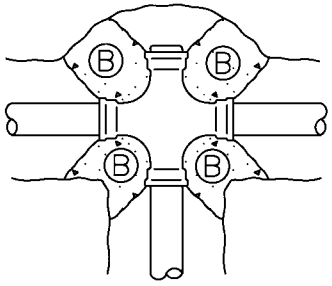
BEND
NTS



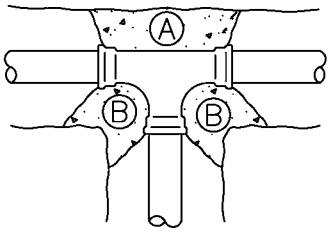
90° ELBOW
NTS



TEE & PLUG
NTS

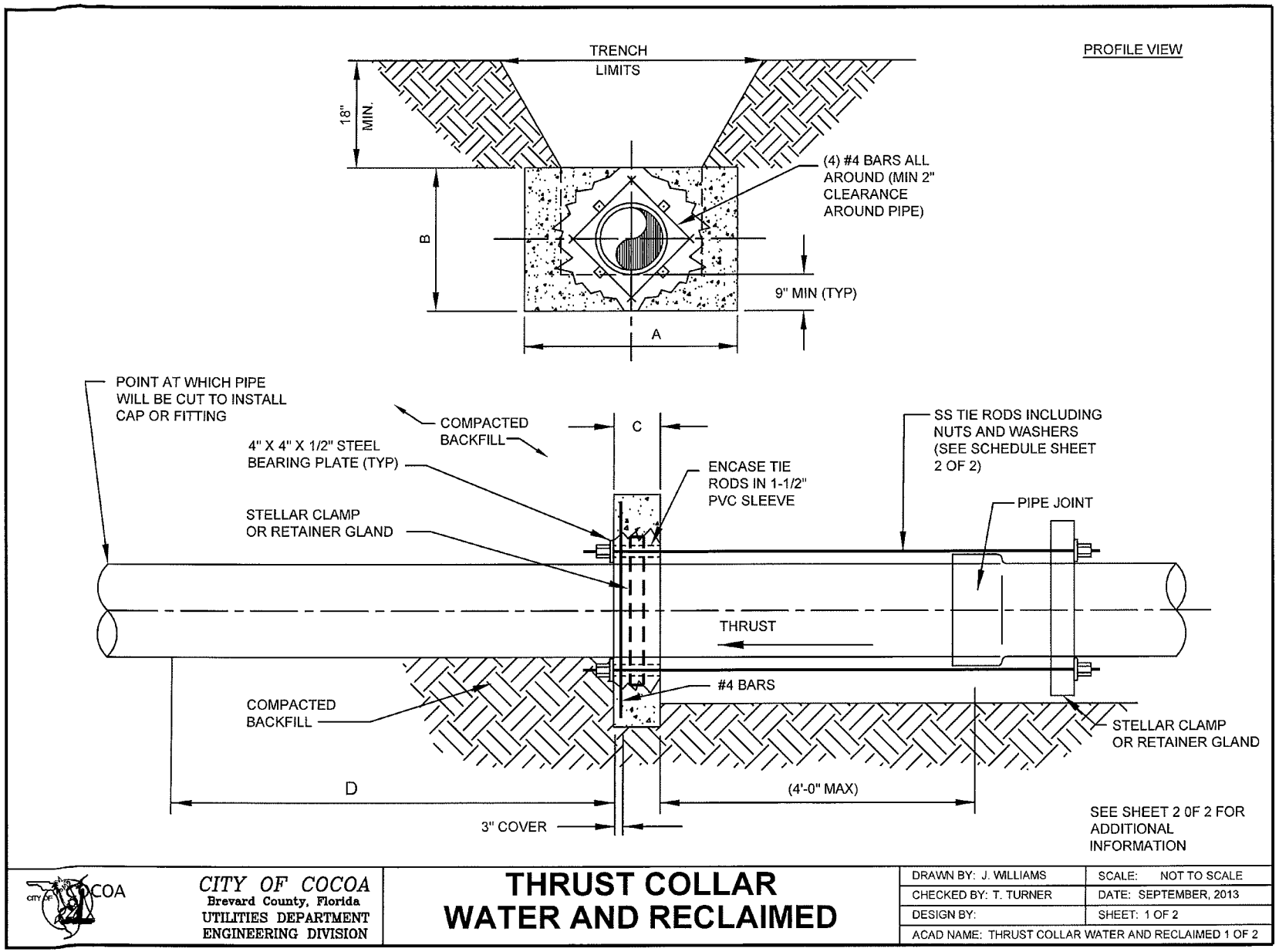


CROSS & PLUG
NTS



TEE
NTS

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**THRUST BLOCK NOTES & DETAILS**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: THRUST BLOCK NOTES & DETAILS	


PROFILE VIEW
TRENCH
LIMITS
18"
MIN.
B
(4) #4 BARS ALL
AROUND (MIN 2"
CLEARANCE
AROUND PIPE)
9" MIN (TYP)
A
POINT AT WHICH PIPE
WILL BE CUT TO INSTALL
CAP OR FITTING
COMPACTED
BACKFILL
C
4" X 4" X 1/2" STEEL
BEARING PLATE (TYP)
ENCASE TIE
RODS IN 1-1/2"
PVC SLEEVE
SS TIE RODS INCLUDING
NUTS AND WASHERS
(SEE SCHEDULE SHEET
2 OF 2)
PIPE JOINT
STELLAR CLAMP
OR RETAINER GLAND
THRUST
#4 BARS
COMPACTED
BACKFILL
STELLAR CLAMP
OR RETAINER GLAND
D
(4'-0" MAX)
3" COVER
SEE SHEET 2 0F 2 FOR
ADDITIONAL
INFORMATION
CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION
THRUST COLLAR
WATER AND RECLAIMED
DRAWN BY: J. WILLIAMS
SCALE: NOT TO SCALE
CHECKED BY: T. TURNER
DATE: SEPTEMBER, 2013
DESIGN BY:
SHEET: 1 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 1 OF 2

SCHEDULE OF DIMENSIONS AND MATERIALS						
PIPE SIZE (INCHES)	DIMENSIONS (FT.)				TIE RODS REQ'D	
	A	B	C	D	DIA. (in.)	NO.
4	2.0	2.0	1.0	2.0	3/4	2
6	2.0	2.0	1.0	4.0	3/4	2
8	3.0	3.0	1.0	5.0	3/4	2
10	4.0	3.0	1.0	8.0	3/4	4
12	5.0	3.0	1.0	10.0	3/4	4
16	*	*	*	*	*	*
20	*	*	*	*	*	*
24	*	*	*	*	*	*
NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2000 LBS/SF SOIL RESTRAINT BEARING. SOIL DENSITY ASSUMED 120 PCF. SOIL COHESION 20°.						

NOTES:

1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.
7. TIE RODS TO BE 3/4" SS 18-8 TYPE 304.

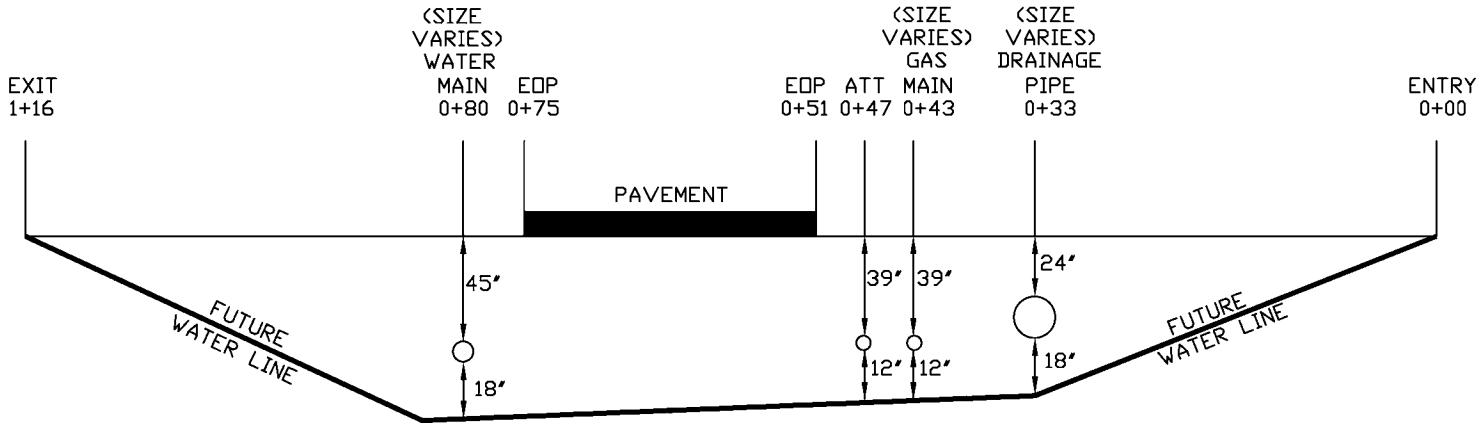
* TO BE DESIGNED BY ENGINEER OF RECORD.

SEE SHEET 1 0F 2 FOR ADDITIONAL INFORMATION

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION

THRUST COLLAR WATER AND RECLAIMED

DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 2 OF 2
ACAD NAME: THRUST COLLAR WATER AND RECLAIMED 2 OF 2	

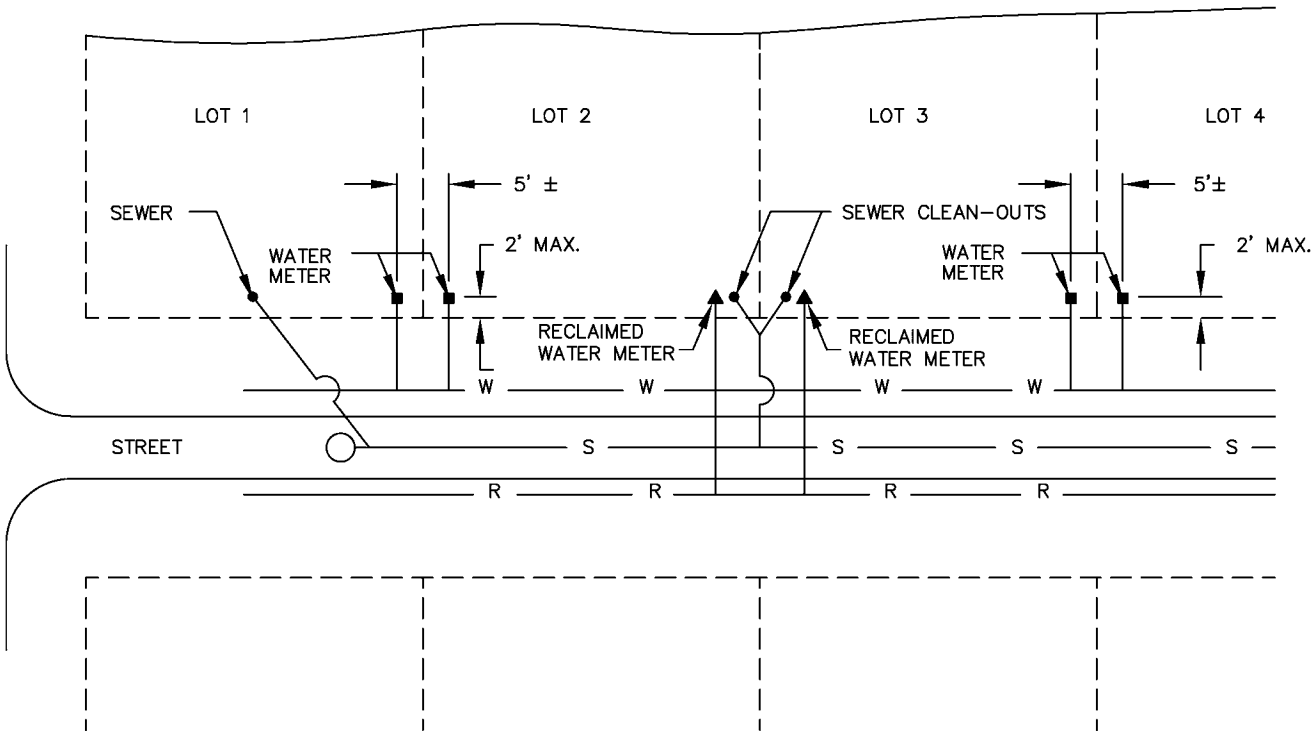


NOTES:
1. BORE PLAN TO SHOW SIZE, DEPTH, AND LOCATION OF ALL UTILITIES.
2. BORE PLAN TO BE IN ACCORDANCE WITH LATEST TECHNICAL PROVISIONS.
3. BORE PLAN MUST BE APPROVED BY ENGINEERING DEPARTMENT PRIOR TO ANY CONSTRUCTION.

TYPICAL BORE PLAN

NTS

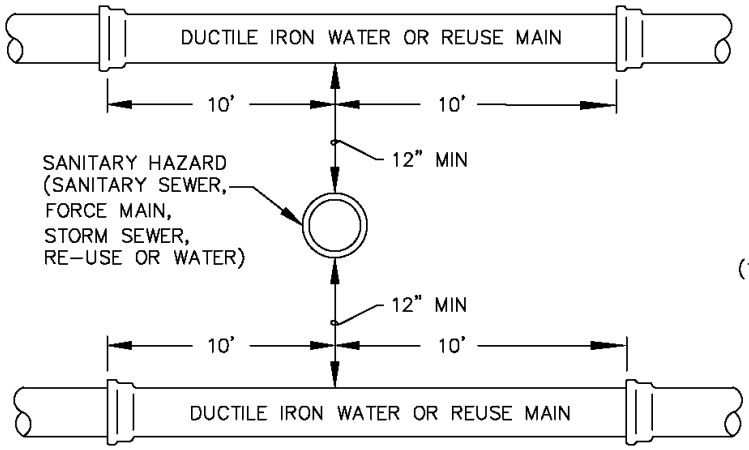
COCOA	*CITY OF COCOA* Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**TYPICAL BORE PLAN**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
			CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
			DESIGN BY:	SHEET: 1 OF 1
			ACAD NAME: TYPICAL BORE PLAN	



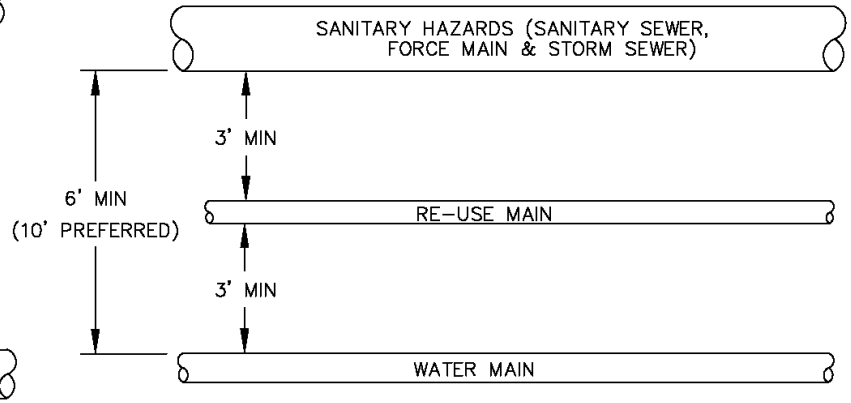
TYPICAL LOT SERVICE LINE LOCATION
NTS

COCOA	*CITY OF COCOA* **Brevard County, Florida** **UTILITIES DEPARTMENT** **ENGINEERING DIVISION**	**TYPICAL LOT SERVICE LINE LOCATION**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
			CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
			DESIGN BY:	SHEET: 1 OF 1
			ACAD NAME: TYPICAL LOT SERVICE LINE LOCATION	

30" or > PIPE MAY BE
PVC PER CITY SPECIFICATIONS
30" TO 24" PIPE TO BE
DIP PER CITY SPECIFICATIONS



VERTICAL CLEARANCE

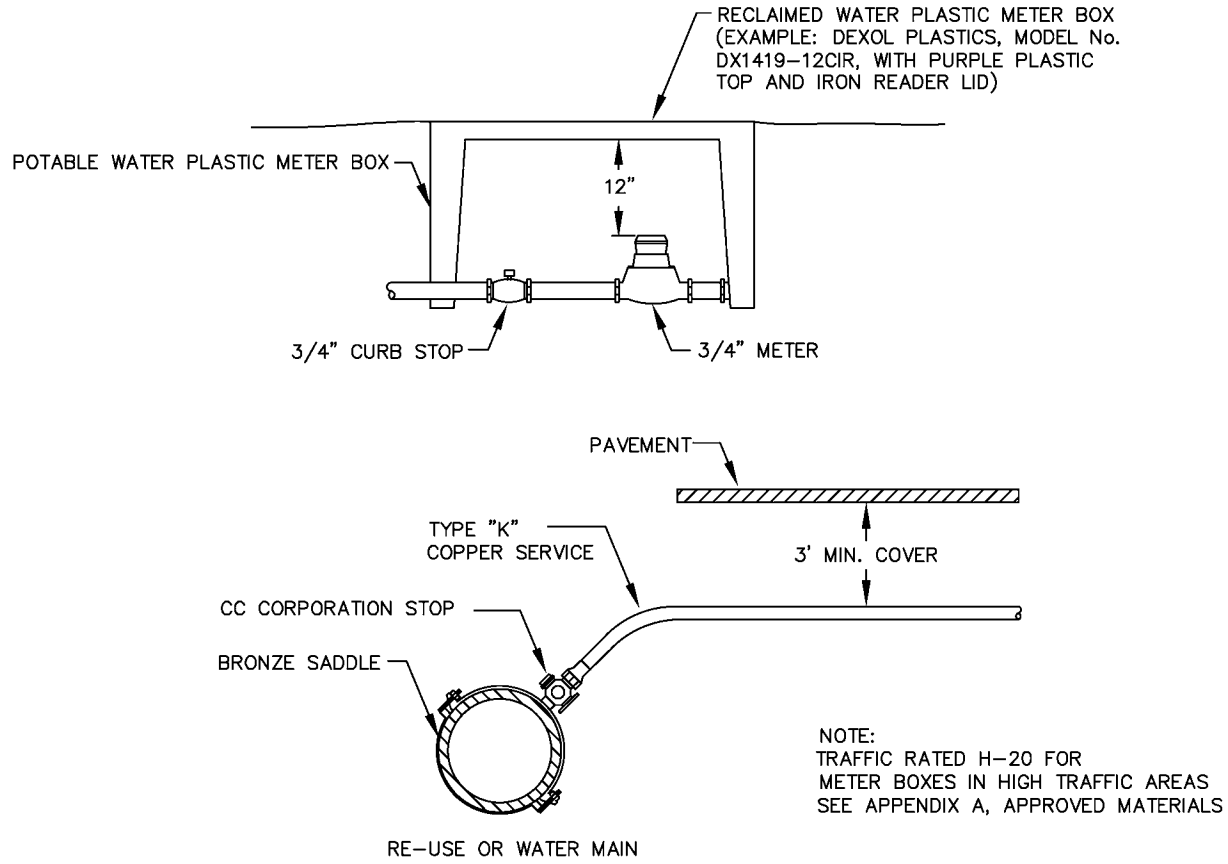


HORIZONTAL CLEARANCE

TYPICAL REQUIRED SEPARATION
NTS

PER FDEP 62-555.314

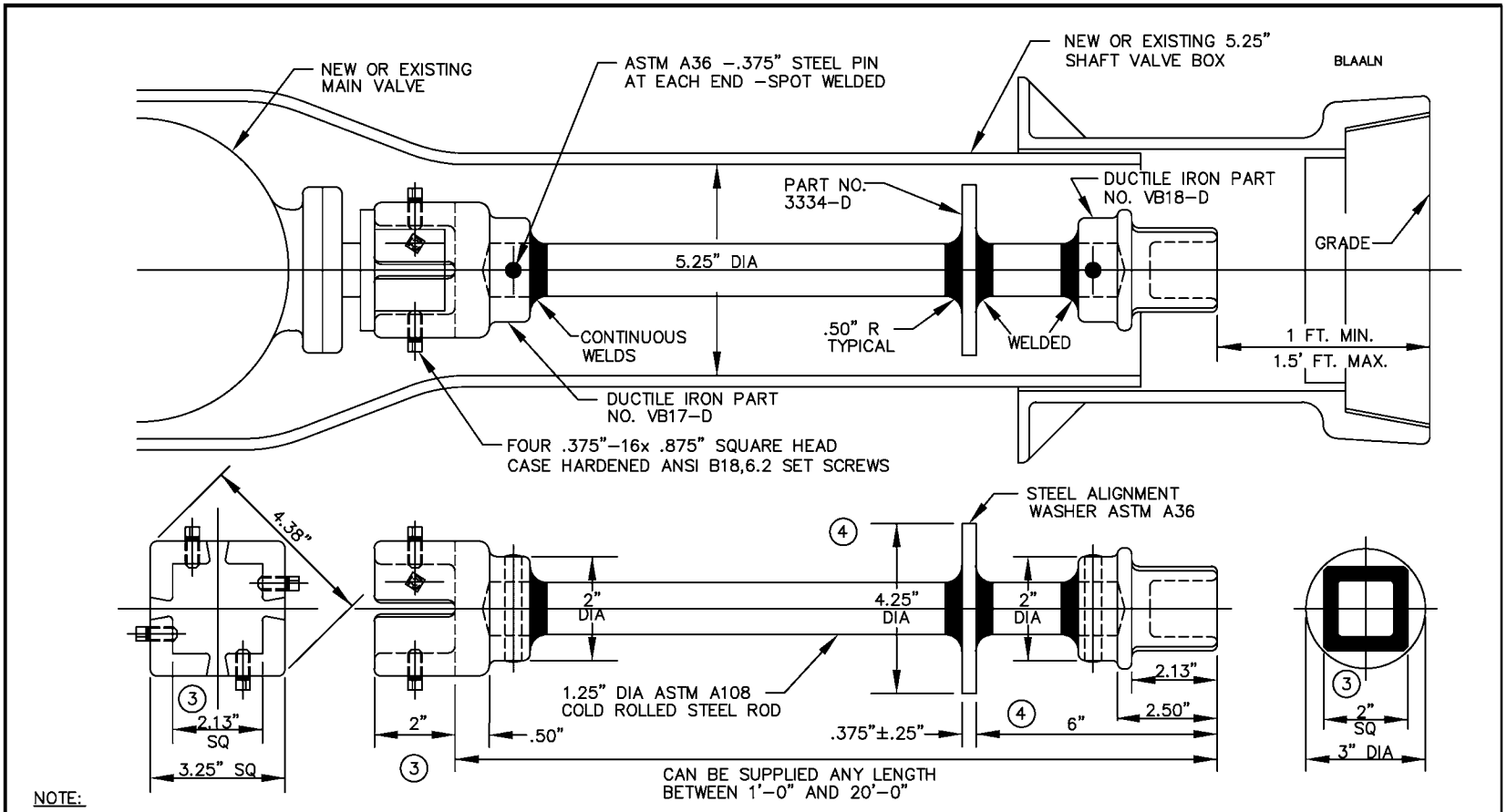
CITY OF COCOA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**TYPICAL REQUIRED SEPARATION**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
			CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
			DESIGN BY:	SHEET: 1 OF 1
			ACAD NAME: TYPICAL REQUIRED SEPARATION	



TYPICAL SERVICE LINE

NTS

COCOA	*CITY OF COCOA* Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**TYPICAL SERVICE LINE**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
			CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
			DESIGN BY:	SHEET: 1 OF 1
			ACAD NAME: TYPICAL SERVICE LINE	



NOTE:

1. DUCTILE PARTS ARE TYPE 80–60–03
   80/100,000 PSI TENSILE – ASTM A536
2. ASSEMBLY TO RECEIVE TWO COATS BITUMINOUS
   BASE BLACK PAINT
3. TOLERANCE + OR – .0625"
4. TOLERANCE + OR – .125"

TYPE "WVR" VALVE
EXTENSION STEM FOR W.S.S.C. VALVE BOXES

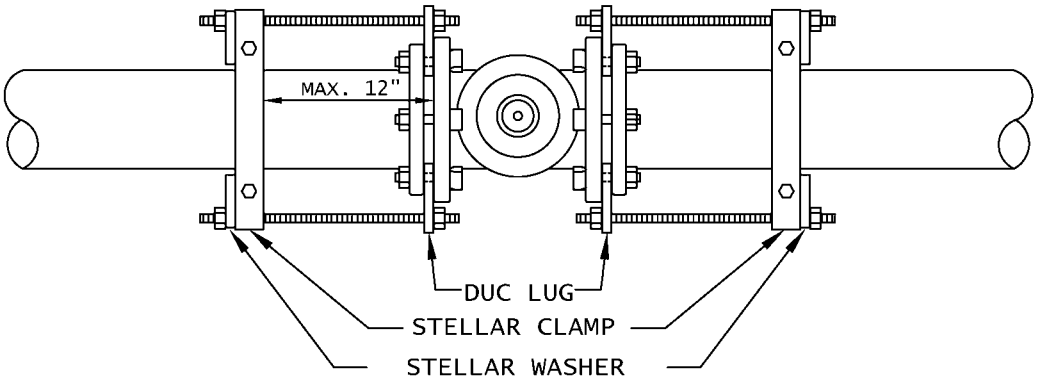
WSSC P&M/1.4 – APPLICABLE STOCK NO. 4840–0001–3

NTS

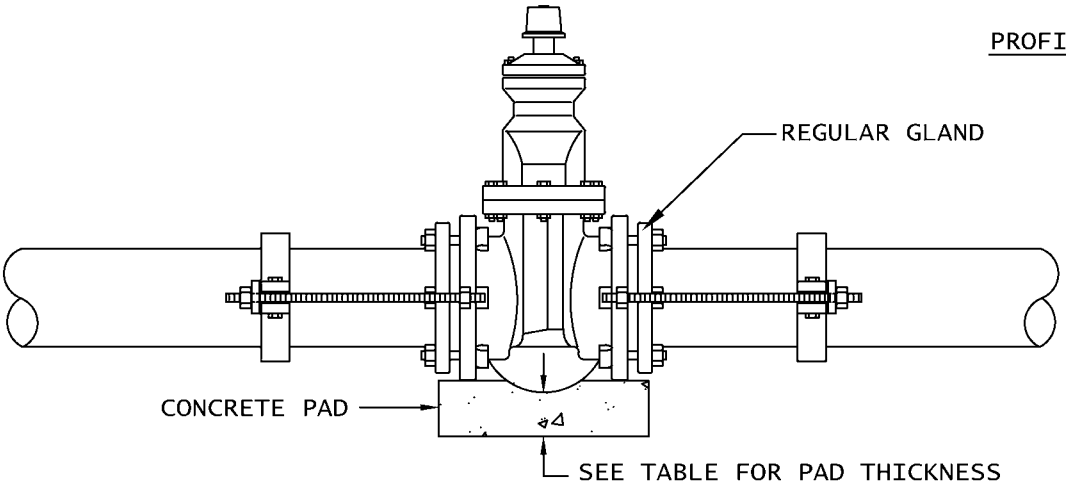
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**VALVE EXTENSION STEM FOR W.S.S.C. VALVE BOXES**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: VALVE EXTENSION STEM	

VALVE INSERT FOR A.C. PIPE

PLAN



PROFILE

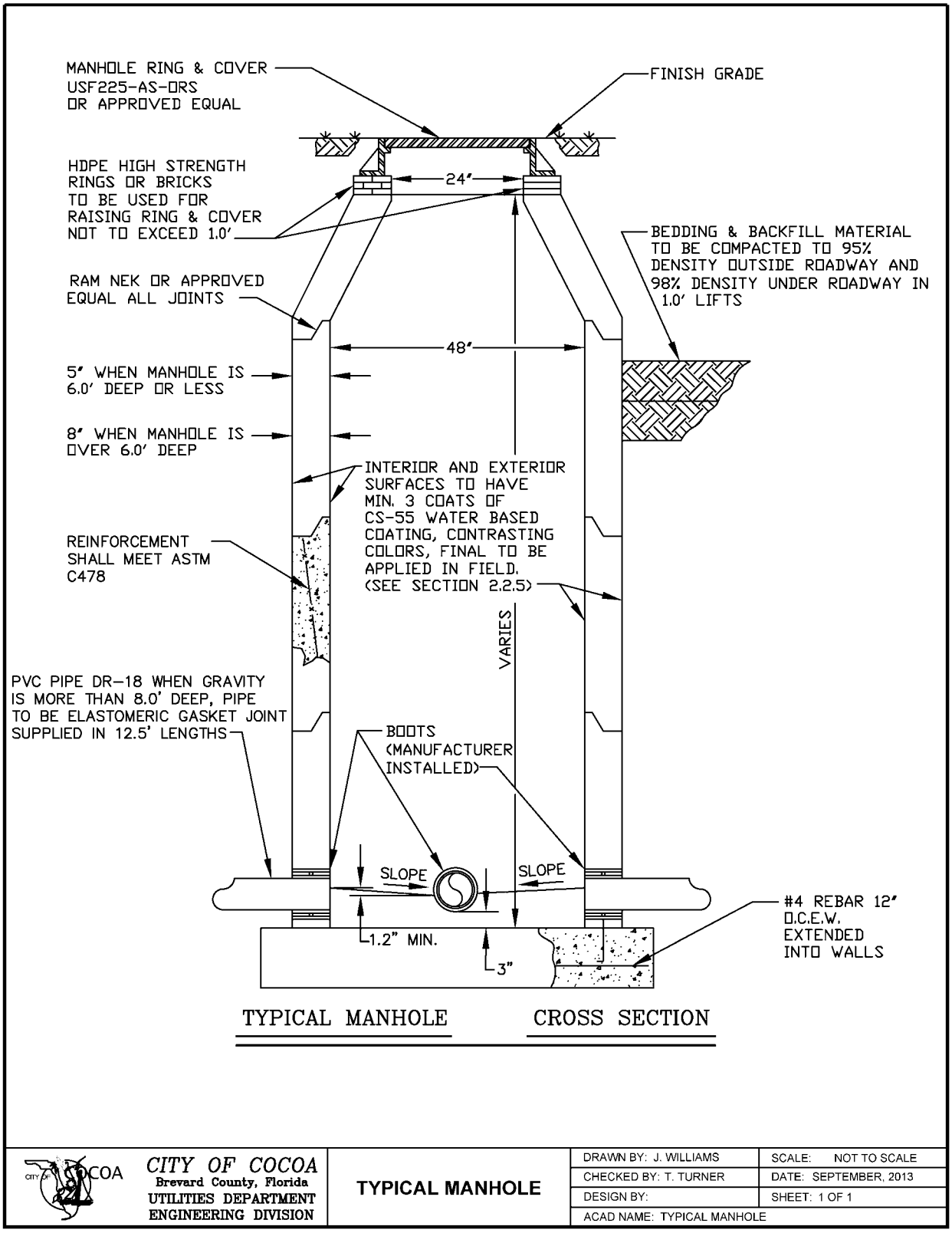


SIZE	MIN. COVER OF PIPE	CONCRETE PAD SIZE FROM LOWEST POINT OF FITTING
4"	24"	16"x16"x6"
6"	26"	18"x18"x6"
8"	30"	20"x20"x6"
*10"	36"	24"x24"x8"
*12"	40"	30"x30"x8"

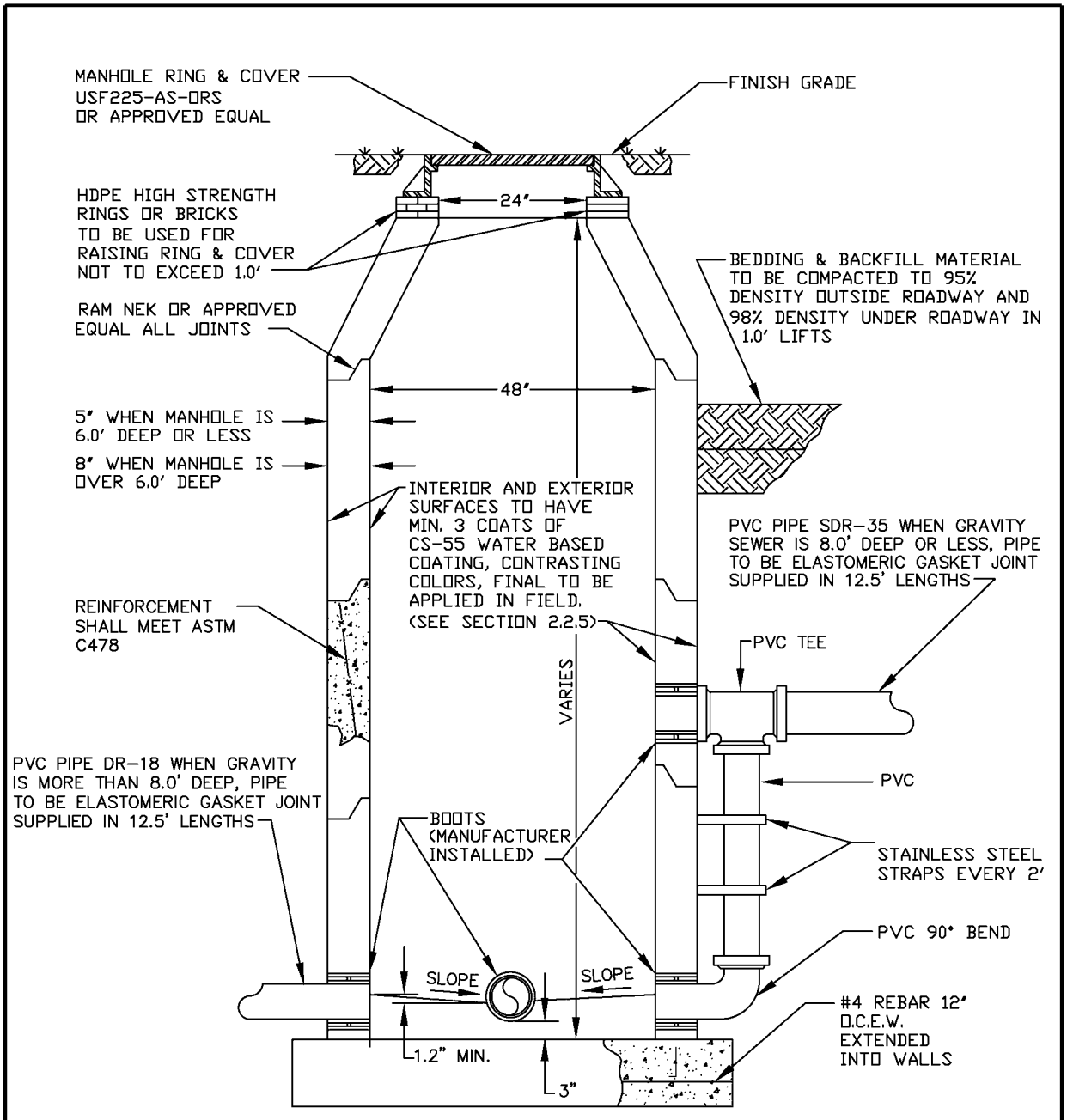
* NOTE: 10" AND 12" REQUIRE TWO CLAMPS AND FOUR RODS PER SIDE.

VALVES INSTALLED PER MANUFACTURER'S RECOMMENDATION ON DIP AND PVC.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	VALVE INSERT FOR A.C. PIPE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: VALVE INSERT	

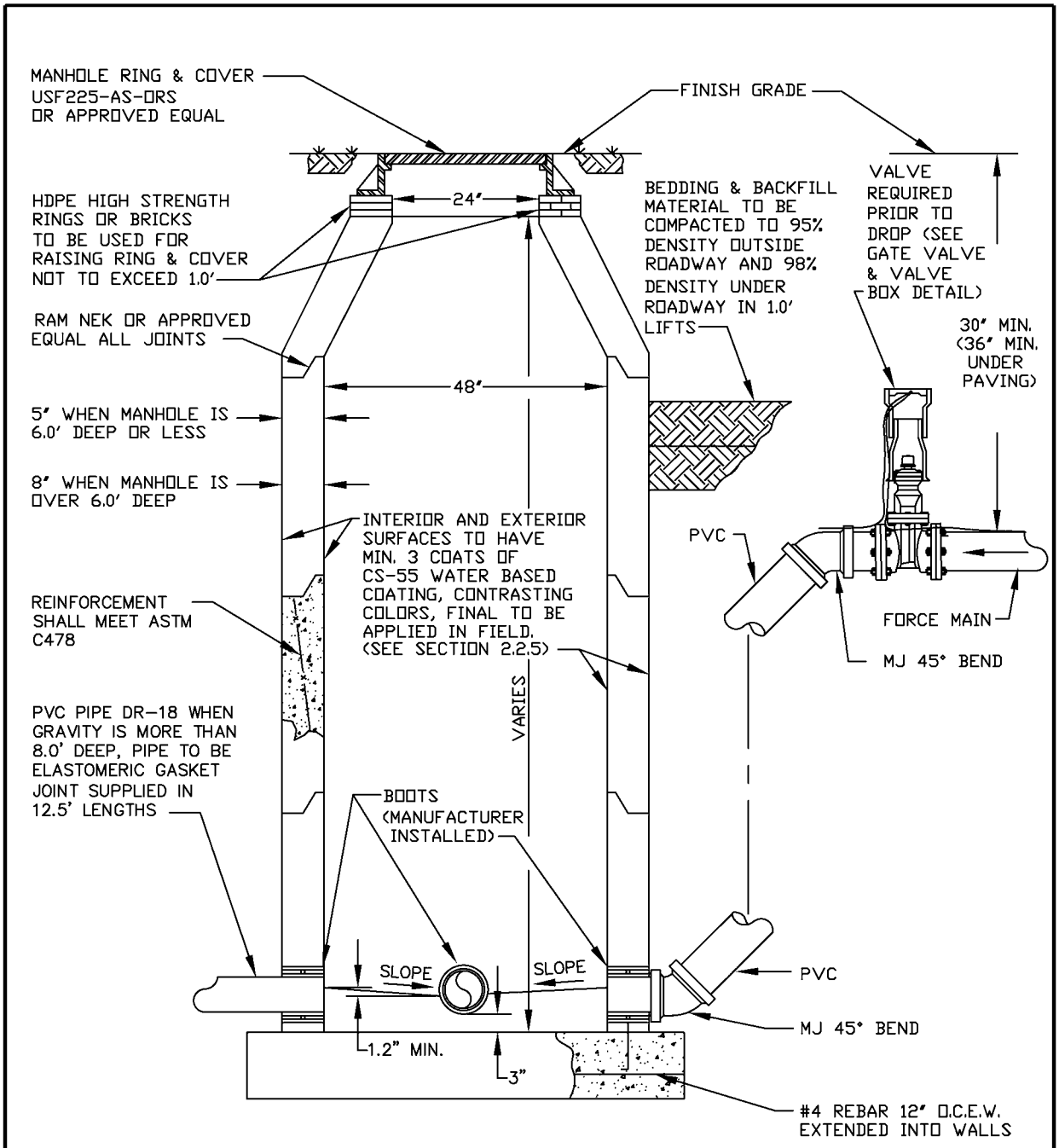


CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	TYPICAL MANHOLE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL MANHOLE	



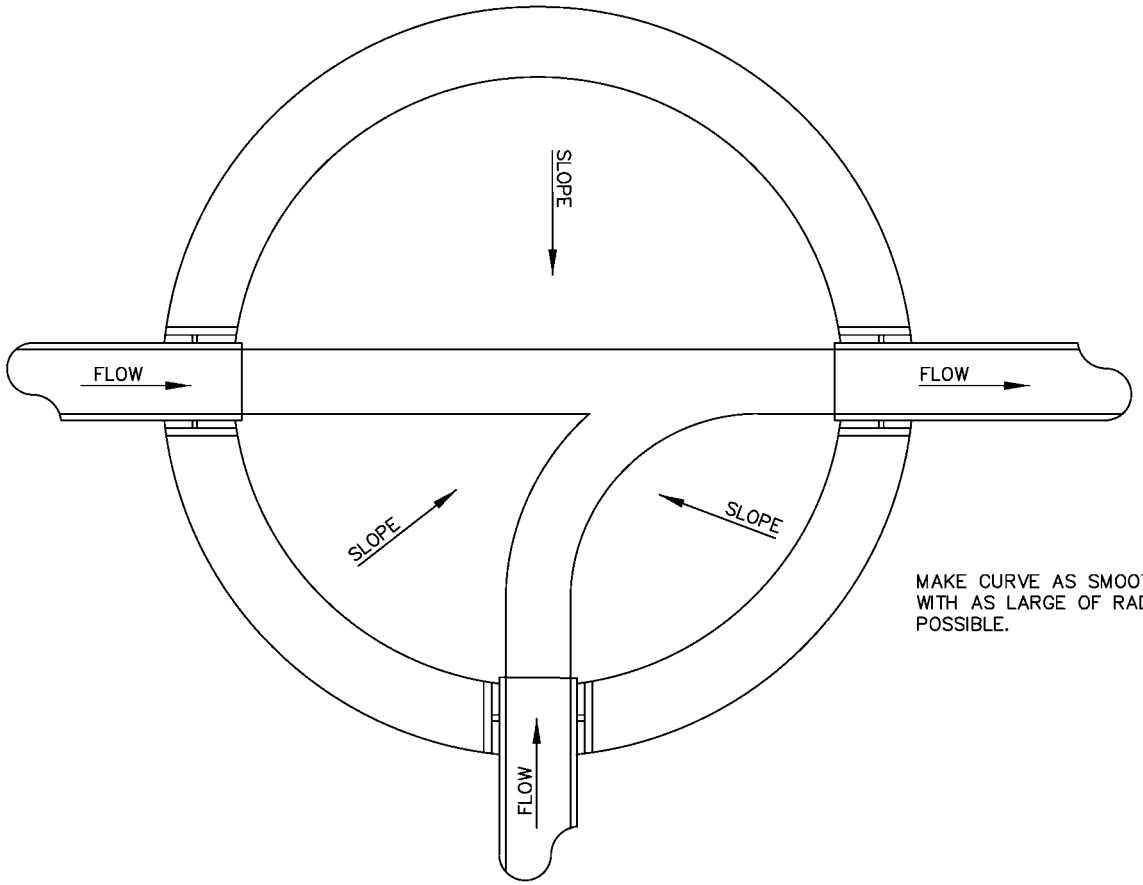
TYPICAL MANHOLE
WITH OUTSIDE DROP CROSS SECTION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	TYPICAL MANHOLE WITH OUTSIDE DROP	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL MANHOLE WITH OUTSIDE DROP	



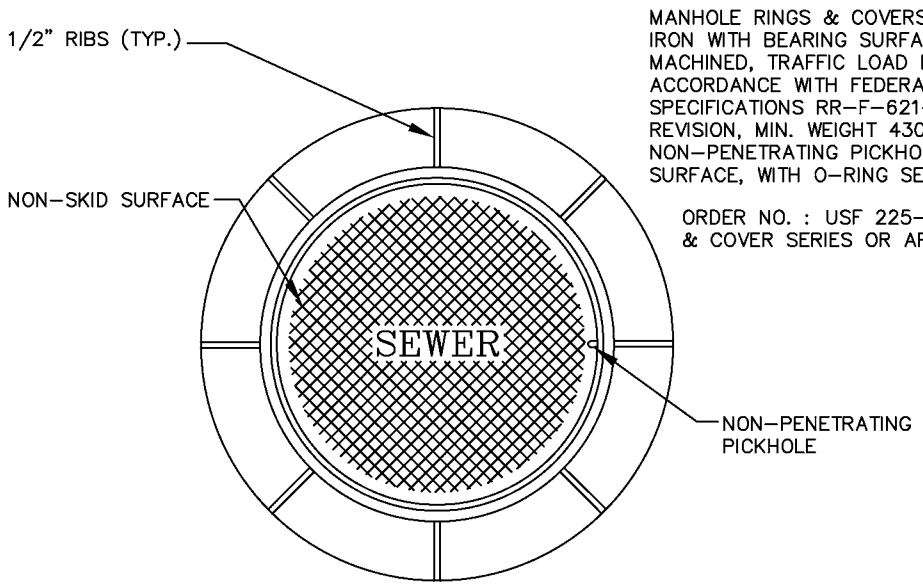
FORCE MAIN CONNECTION TO MANHOLE CROSS SECTION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	FORCE MAIN CONNECTION TO MANHOLE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: FORCE MAIN CONNECTION TO MANHOLE	



MANHOLE INVERT PLAN

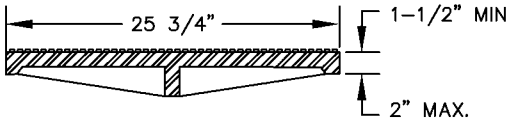
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**MANHOLE INVERT**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: MANHOLE INVERT	



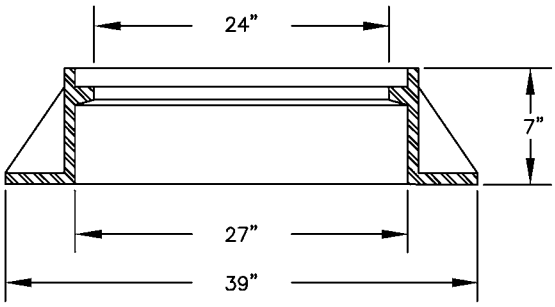
MANHOLE RINGS & COVERS TO BE CAST IRON WITH BEARING SURFACES TO BE MACHINED, TRAFFIC LOAD BEARING IN ACCORDANCE WITH FEDERAL SPECIFICATIONS RR-F-621-C OR LATEST REVISION, MIN. WEIGHT 430 LBS., WITH NON-PENETRATING PICKHOLE & NON-SKID SURFACE, WITH O-RING SEAL.

ORDER NO. : USF 225-AS-ORS RING & COVER SERIES OR APPROVED EQUAL

MANHOLE RING AND COVER PLAN



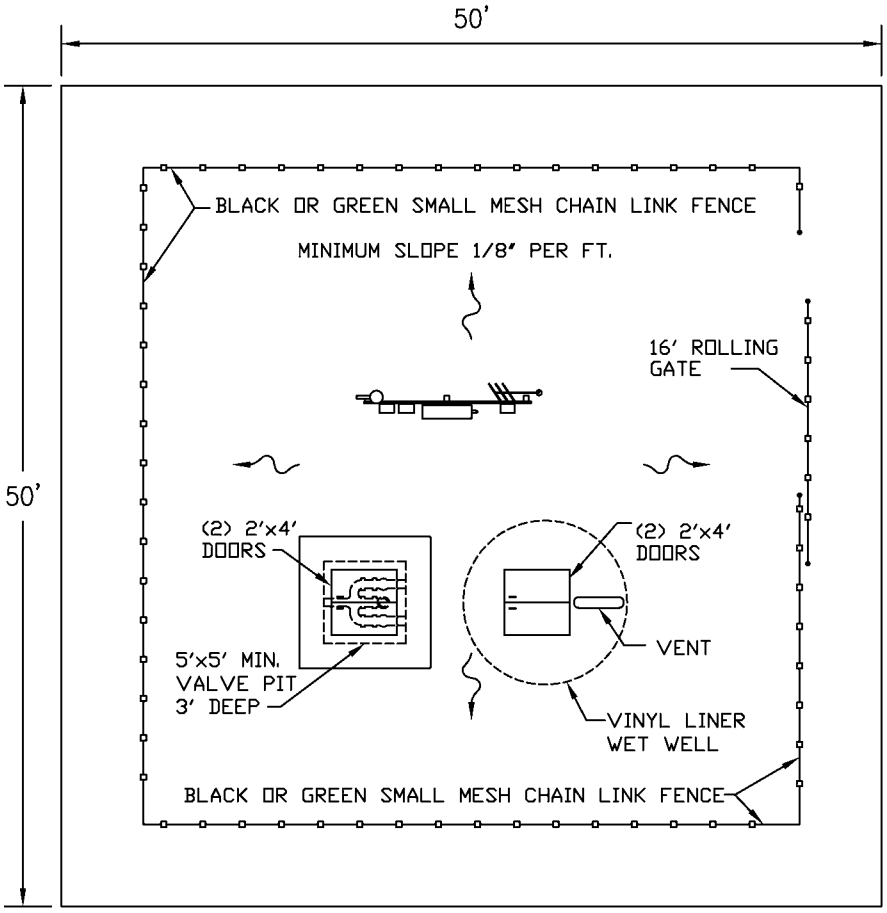
MANHOLE COVER CROSS SECTION



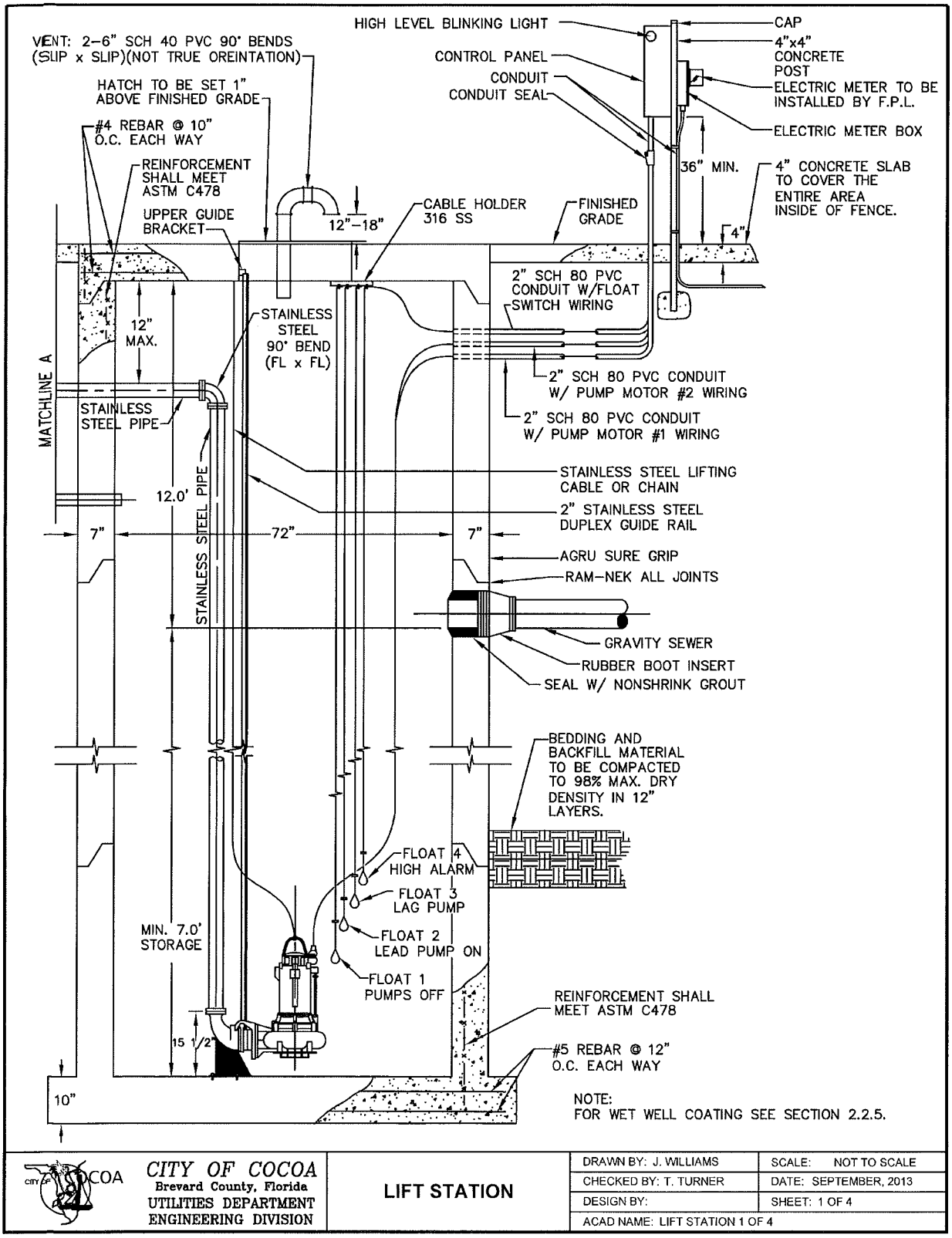
MANHOLE RING CROSS SECTION

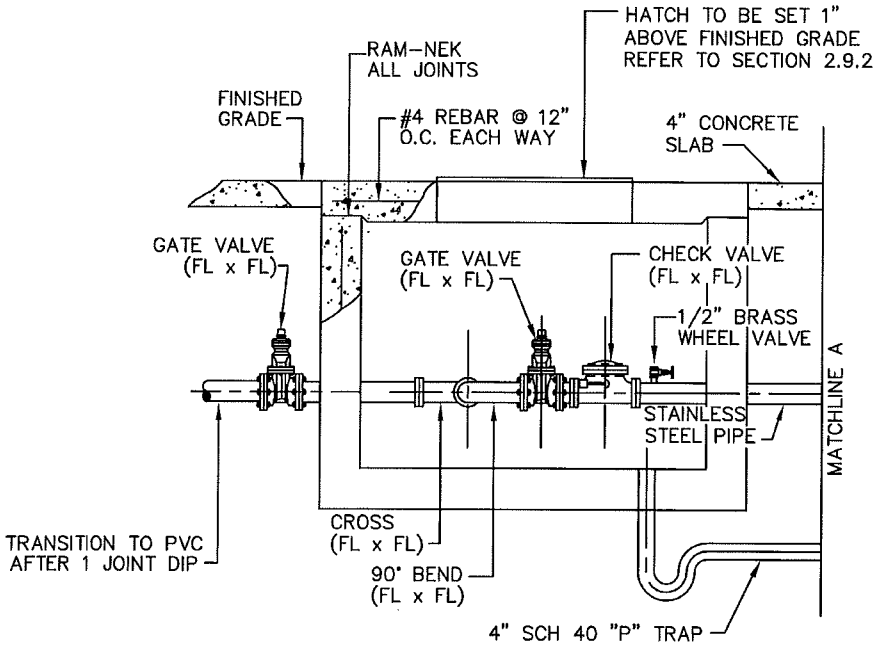
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**MANHOLE RING AND COVER**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: MANHOLE RING AND COVER	

APPENDIX B APPROVED DRAWINGS AND DETAILS

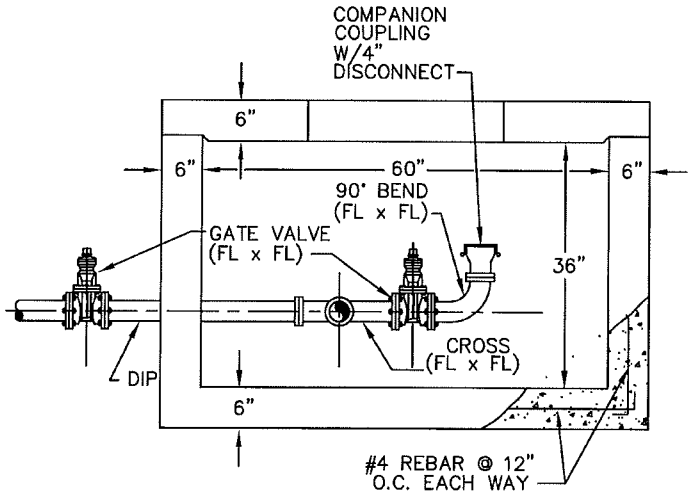


CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	LIFT STATION SITE PLAN	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: LIFT STATION SITE PLAN	


HIGH LEVEL BLINKING LIGHT
CAP
VENT: 2-6" SCH 40 PVC 90° BENDS (SLIP x SLIP)(NOT TRUE OREINTATION)
4"x4" CONCRETE POST
CONTROL PANEL
CONDUIT
CONDUIT SEAL
ELECTRIC METER TO BE INSTALLED BY F.P.L.
HATCH TO BE SET 1" ABOVE FINISHED GRADE
#4 REBAR @ 10" O.C. EACH WAY
ELECTRIC METER BOX
REINFORCEMENT SHALL MEET ASTM C478
36" MIN.
4" CONCRETE SLAB TO COVER THE ENTIRE AREA INSIDE OF FENCE.
UPPER GUIDE BRACKET
12"-18"
CABLE HOLDER 316 SS
FINISHED GRADE
4"
2" SCH 80 PVC CONDUIT W/FLOAT SWITCH WIRING
12" MAX.
STAINLESS STEEL 90° BEND (FL x FL)
MATCHLINE A
2" SCH 80 PVC CONDUIT W/ PUMP MOTOR #2 WIRING
STAINLESS STEEL PIPE
2" SCH 80 PVC CONDUIT W/ PUMP MOTOR #1 WIRING
STAINLESS STEEL LIFTING CABLE OR CHAIN
12.0'
STAINLESS STEEL PIPE
2" STAINLESS STEEL DUPLEX GUIDE RAIL
7"
72"
7"
AGRU SURE GRIP
RAM-NEK ALL JOINTS
GRAVITY SEWER
RUBBER BOOT INSERT
SEAL W/ NONSHRINK GROUT
BEDDING AND BACKFILL MATERIAL TO BE COMPACTED TO 98% MAX. DRY DENSITY IN 12" LAYERS.
FLOAT 4 HIGH ALARM
FLOAT 3 LAG PUMP
MIN. 7.0' STORAGE
FLOAT 2 LEAD PUMP ON
FLOAT 1 PUMPS OFF
REINFORCEMENT SHALL MEET ASTM C478
15 1/2"
#5 REBAR @ 12" O.C. EACH WAY
10"
NOTE:
FOR WET WELL COATING SEE SECTION 2.2.5.
CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION
LIFT STATION
DRAWN BY: J. WILLIAMS
SCALE: NOT TO SCALE
CHECKED BY: T. TURNER
DATE: SEPTEMBER, 2013
DESIGN BY:
SHEET: 1 OF 4
ACAD NAME: LIFT STATION 1 OF 4



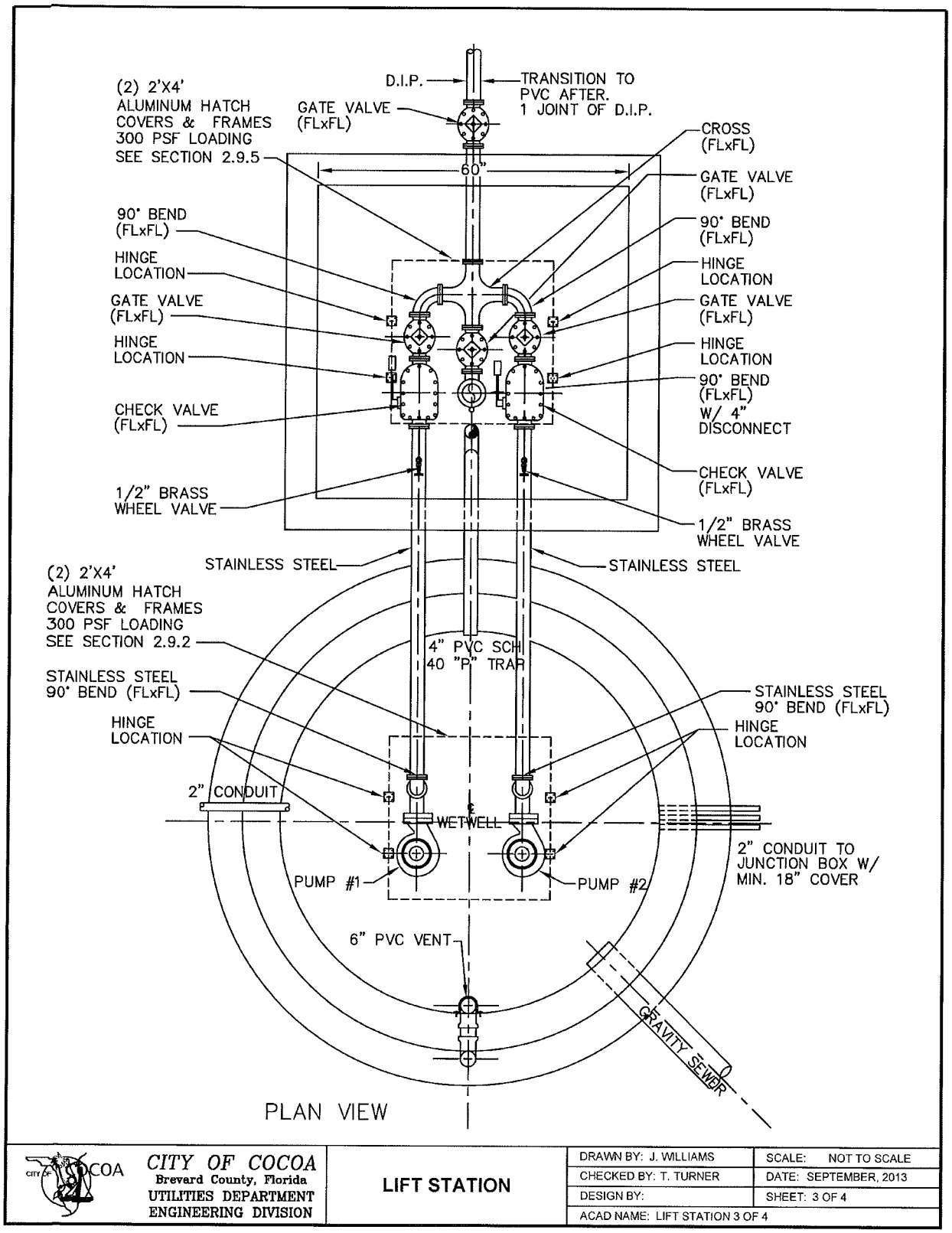
PROFILE VIEW



PROFILE CENTER VIEW

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**LIFT STATION**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 2 OF 4
		ACAD NAME: LIFT STATION 2 OF 4	

APPENDIX B APPROVED DRAWINGS AND DETAILS



LIFT STATION ELECTRICAL REQUIREMENTS

-NEMA 4 OR 4x ENCLOSURE – STAINLESS STEEL SIZE 36"x 48"x 12" MIN.
-MAIN CIRCUIT BREAKER –(GENERAL ELECTRIC, WESTINGHOUSE, SQUARE D)
-BRANCH CIRCUIT BREAKER FOR EACH PUMP (GENERAL ELECTRIC, WESTINGHOUSE, SQUARE D) ADJUSTABLE TRIP.
-20 AMP, 1 POLE CIRCUIT BREAKER FOR 115 VOLT DUPLEX CONVENIENCE RECEPTACLE (GIF)
-MERCURY FLOAT CONTROLS
-HIGH LEVEL ALARM (FLASHING LIGHT)
-ALTERNATOR (FURNAS)
-120 VOLT CONTROL VOLTAGE
-ALLEN BRADLEY MOTOR STARTERS BUL. 509
-3 LEG OVERLOAD PROTECTION
-LOW VOLTAGE MOTOR START
-DELAY START ON 2nd PUMP STARTUP
-HOUR METERS NO RESET
-THERMAL OVERLOAD IN PUMP MOTOR (W/ WARNING LIGHT)
-MOISTURE PROBE IN PUMP MOTOR (W/ WARNING LIGHT)
-PUMPS TO BE INSTALLED W/ GUIDE RAIL (STAINLESS STEEL)
-HAND OFF AUTO SWITCH FOR EACH PUMP
-STAINLESS STEEL 316 CABLE OR CHAIN FOR PUMP (FOR LIFTING)
-PHASE FAILURE RELAY
-LIGHTNING ARRESTOR, OUTSIDE BACK OF DISCONNECT BOX
-CONDUIT FROM WETWELL TO CONTROL PANEL MUST BE VAPOR TIGHT (BY USE OF CONDUIT SEAL)
-THREE CONDUIT RUNS FROM CONTROL PANEL TO WETWELL
-COPPER CLAD GROUND ROD 60' MIN.

FENCE SPECIFICATIONS:

1) FABRIC 9–GA, HOT DIPPED GALVANIZED BLACK OR GREEN SMALL MESH.
2) CORNER POSTS AND GATE POSTS TO BE 3" O.D., SCHEDULE 40x 9'–0"
3) LINE POSTS ON 10' CENTERS TO BE 2" O.D., SCHEDULE 40x 8'–0"
4) TOP RAIL TO BE 1–5/8" O.D., SCHEDULE 40
5) 16'–0" ROLLING GATE TO BE CONSTRUCTED OF 1–5/8" O.D., SCHEDULE 40 TUBE AND TO BE EQUIPPED WITH CENTER LOCKING DROP RODS AND DIAGONAL TRUSS RODS.

NOTES:

1) PUMPS TO BE FURNISHED WITH HIGH PRESSURE DISCHARGE COUPLING, STAINLESS STEEL SLIDERAIL SYSTEM, SEAL FAILURE AND THERMAL OVERLOAD INDICATORS.

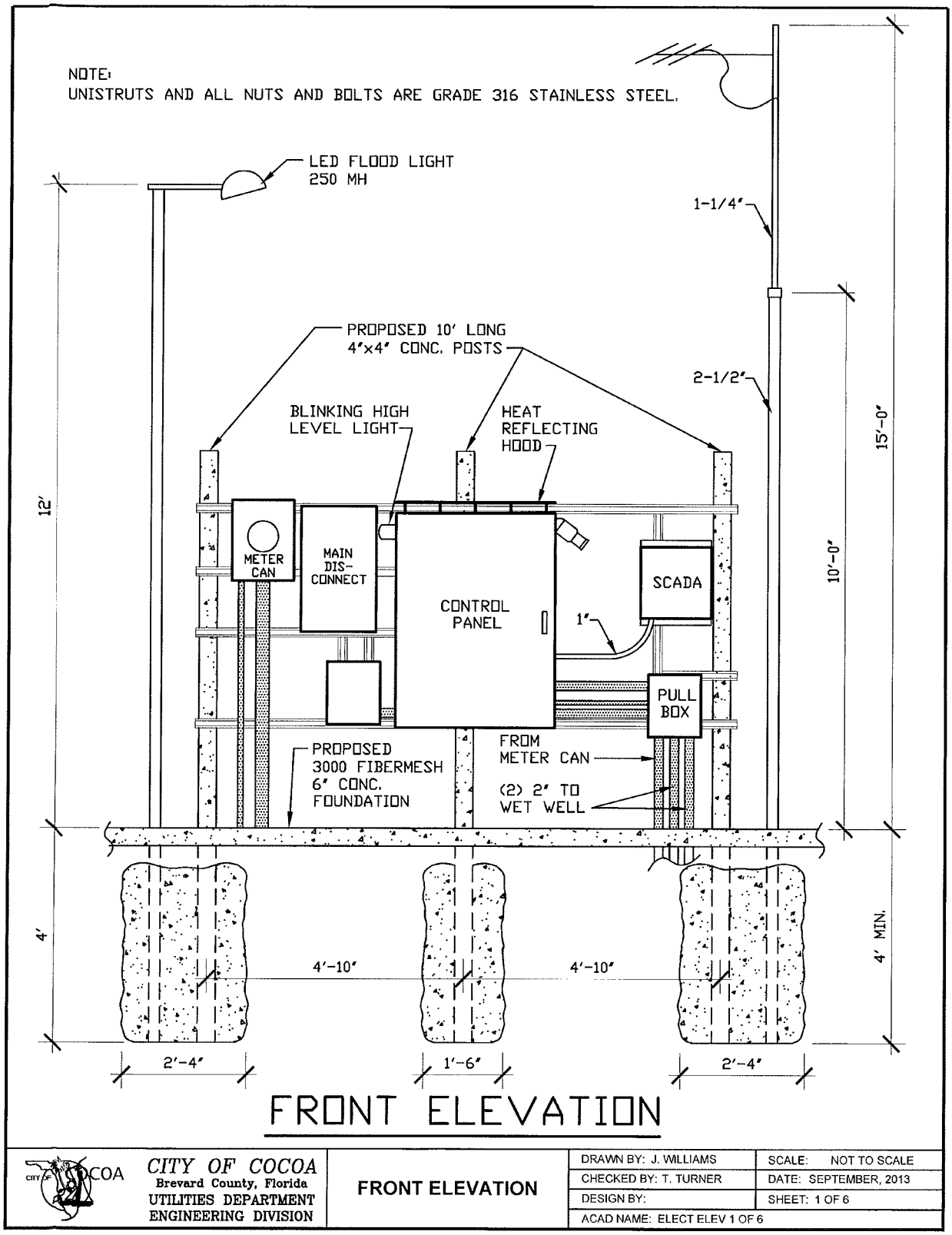
2) ALL PIPES, INVERTS AND HATCHES TO BE THE SIZE AND KIND SPECIFIED ON THE SET OF APPROVED CONSTRUCTION PLANS.

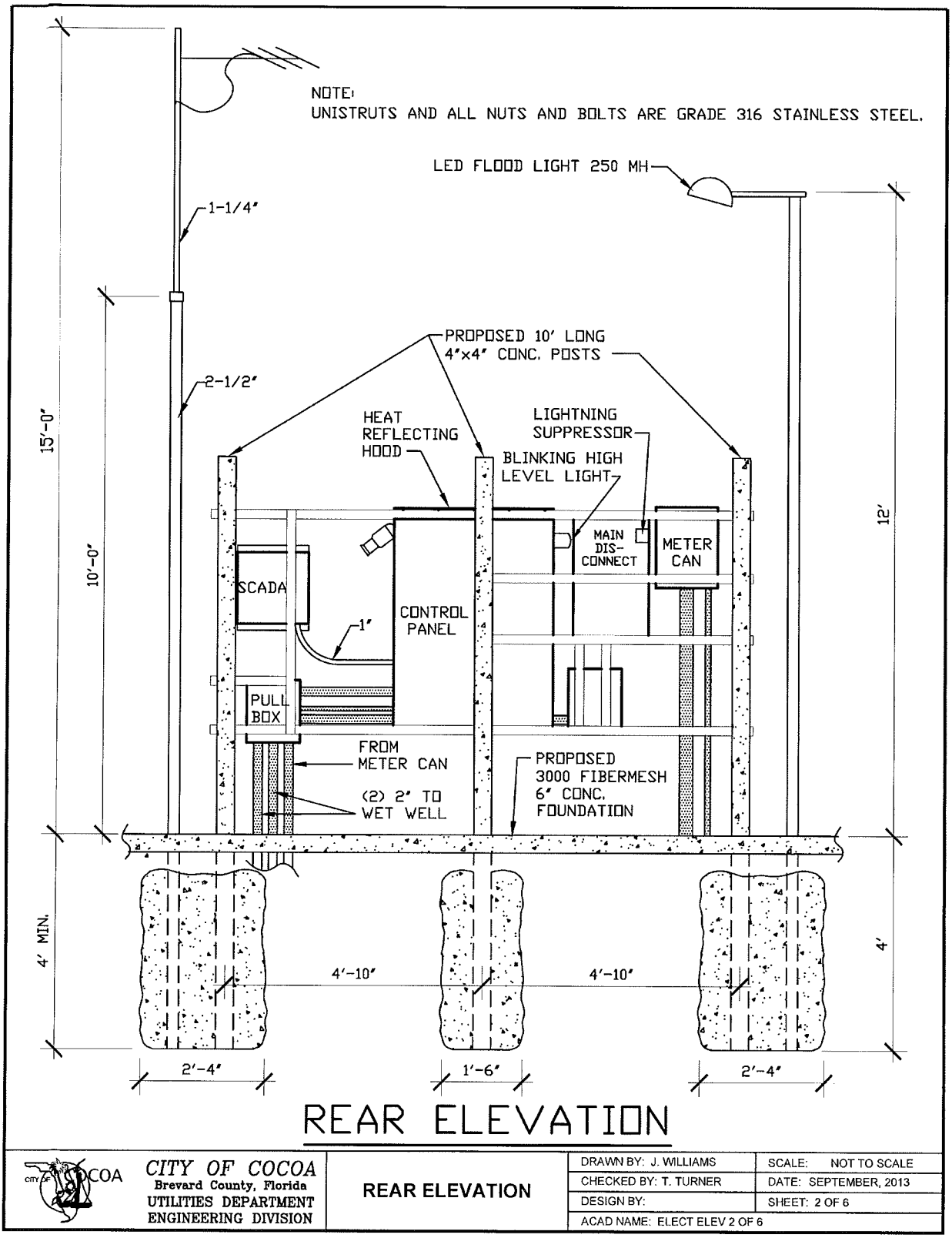
3) D.I.P. TO BE CLASS 54 MIN. THICKNESS.

4) ALL HARDWARE INSIDE WETWELL TO BE 316 STAINLESS STEEL.

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**LIFT STATION**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 4 OF 4
		ACAD NAME: LIFT STATION 4 OF 4	

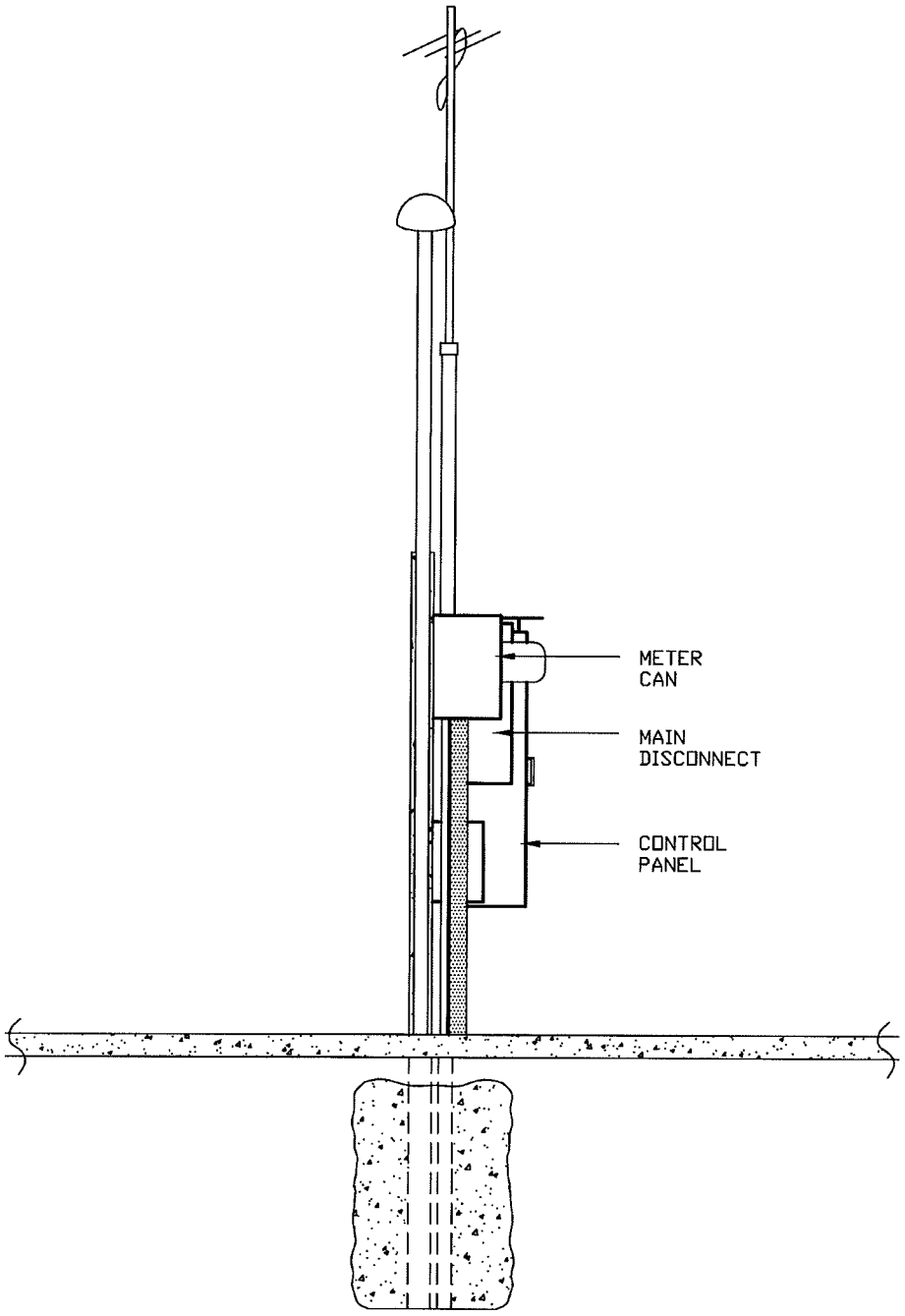
APPENDIX B APPROVED DRAWINGS AND DETAILS





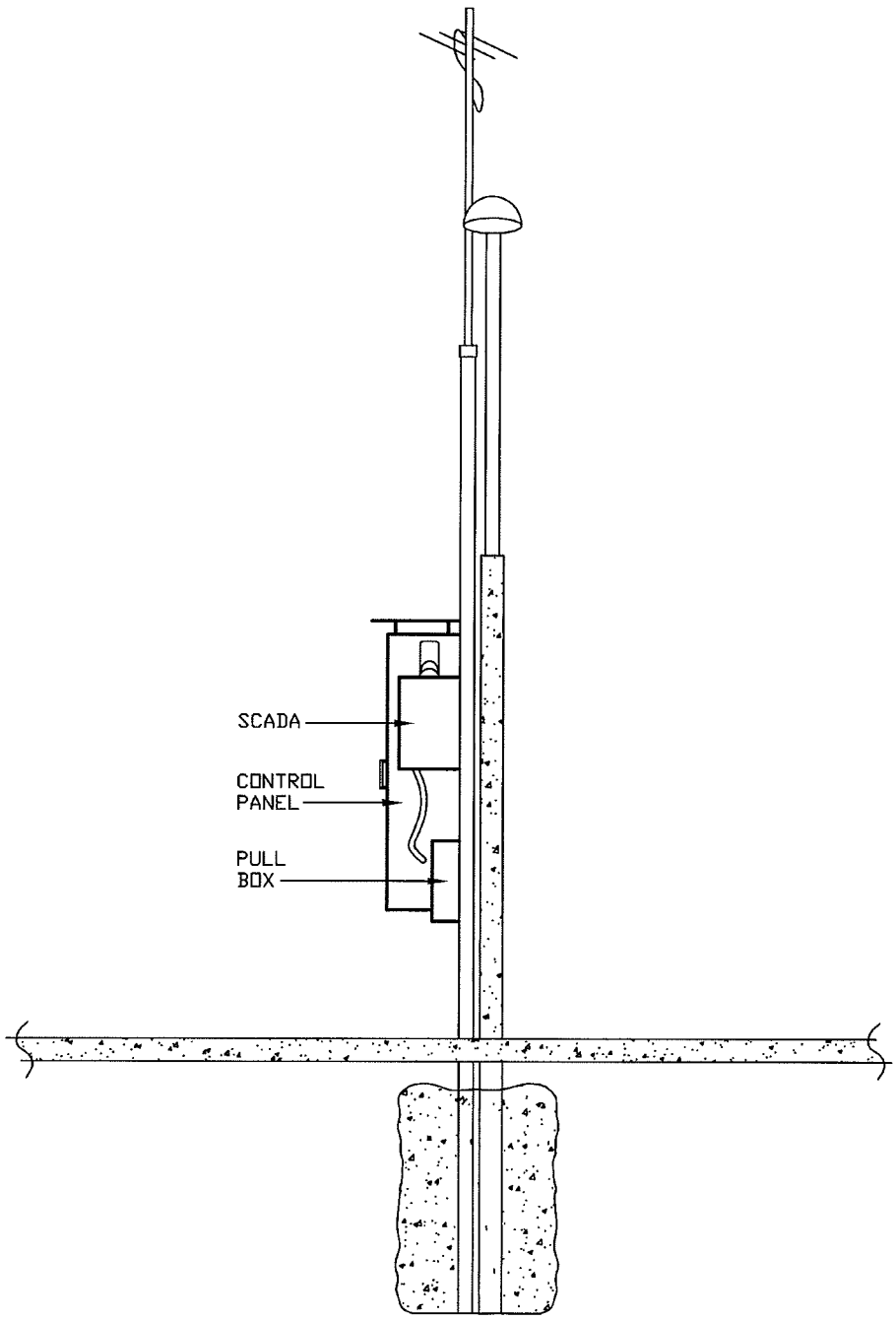
REAR ELEVATION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	REAR ELEVATION	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 2 OF 6
		ACAD NAME: ELECT ELEV 2 OF 6	



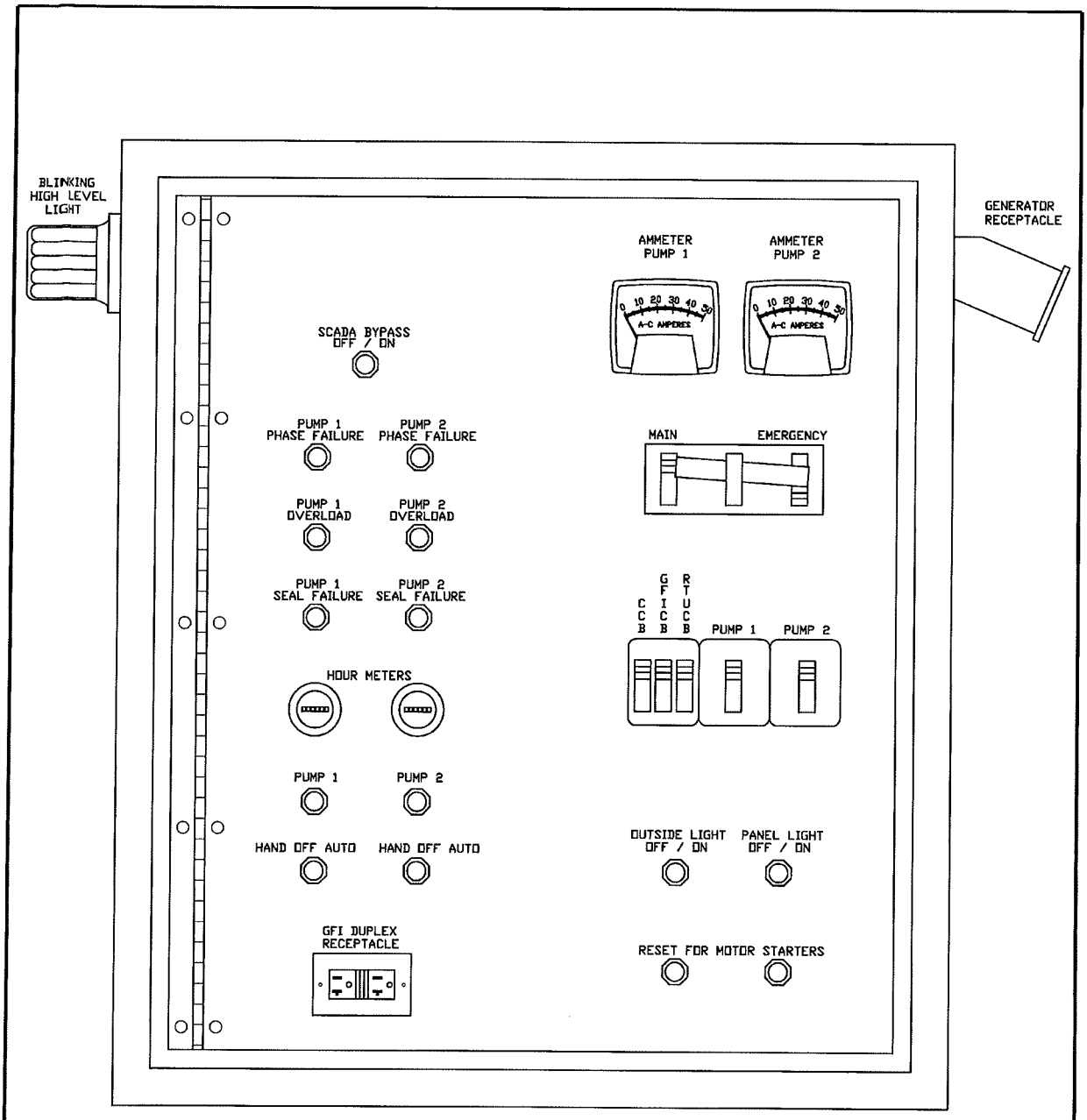
LEFT SIDE ELEVATION

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	LEFT SIDE ELEVATION	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 3 OF 6
		ACAD NAME: ELECT ELEV 3 OF 6	



RIGHT SIDE ELEVATION

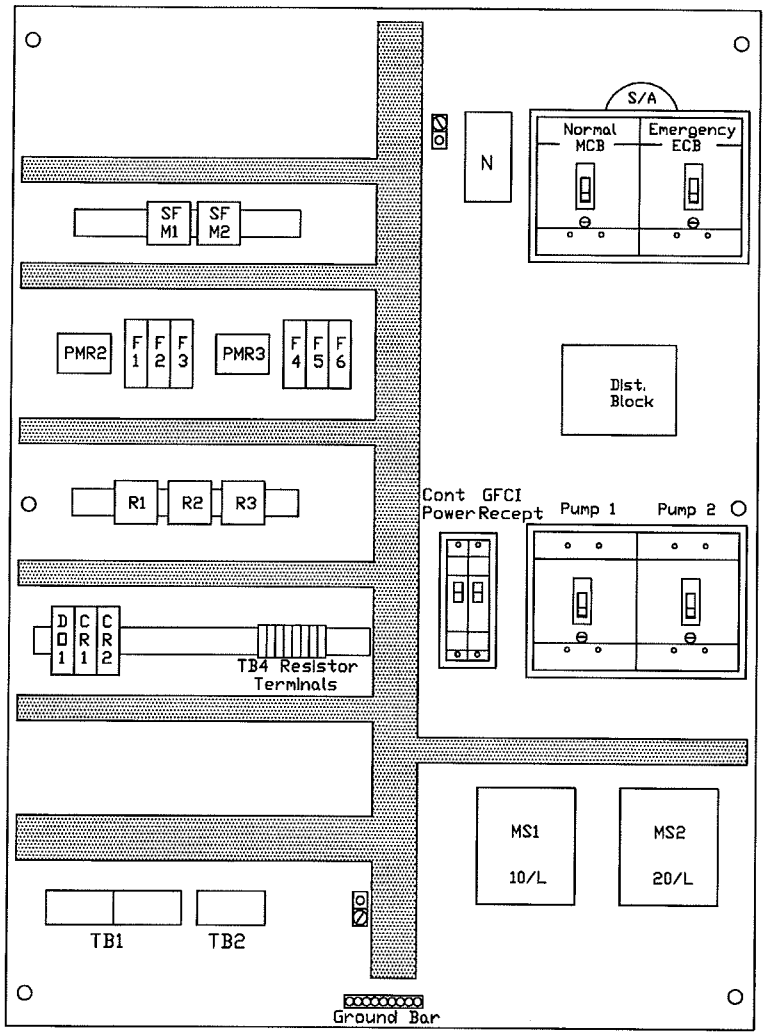
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	RIGHT SIDE ELEVATION	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 4 OF 6
		ACAD NAME: ELECT ELEV 4 OF 6	



ENCLOSURE - NEMA 4X, (48"Hx36"Wx12"D) Fabricated from Type 316 Stainless Steel with door stop kit.
Inner Door - Fabricated from H5052-H32 .125 thick Marine Alloy Aluminum with Continuous Hinge with inner door stop.

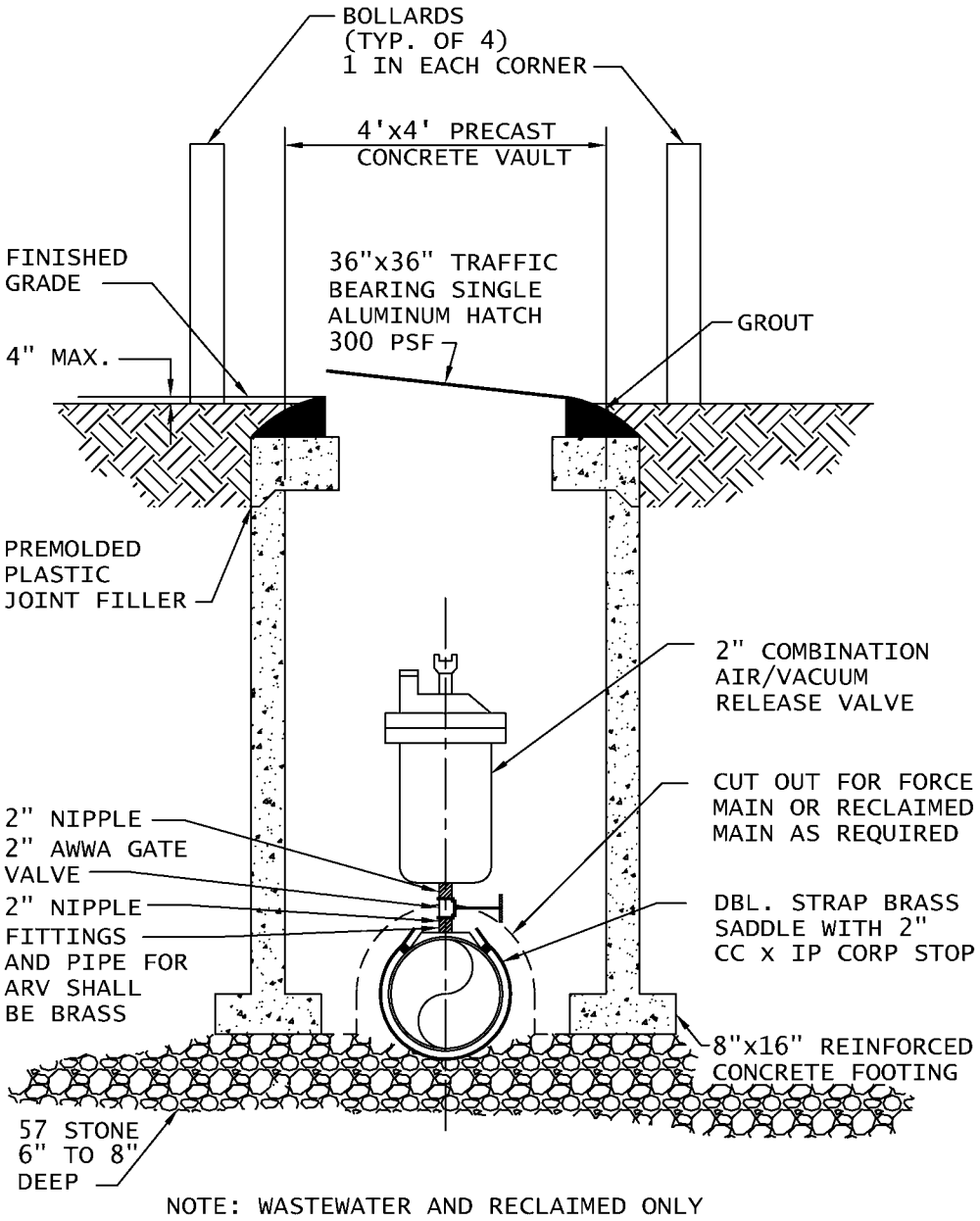
INTERIOR FRONT VIEW

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	INTERIOR FRONT VIEW	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 5 OF 6
		ACAD NAME: ELECT ELEV 5 OF 6	



INTERIOR BACK PANEL

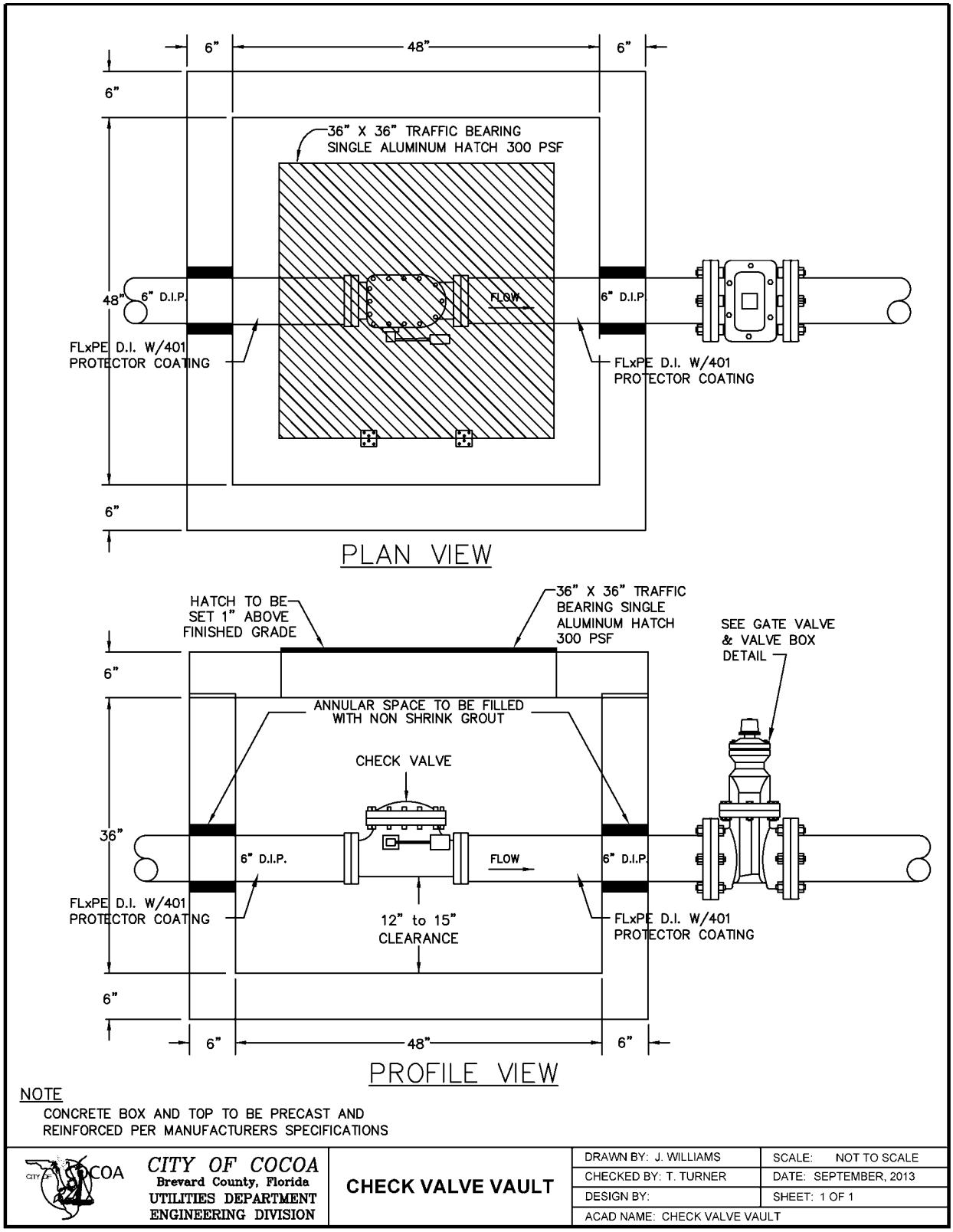
CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	INTERIOR BACK PANEL	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 6 OF 6
		ACAD NAME: ELECT ELEV 6 OF 6	



AIR OR COMBINATION AIR/VACUUM RELEASE VALVE DETAIL

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	AIR RELEASE VALVE	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: AIR RELEASE VALVE	

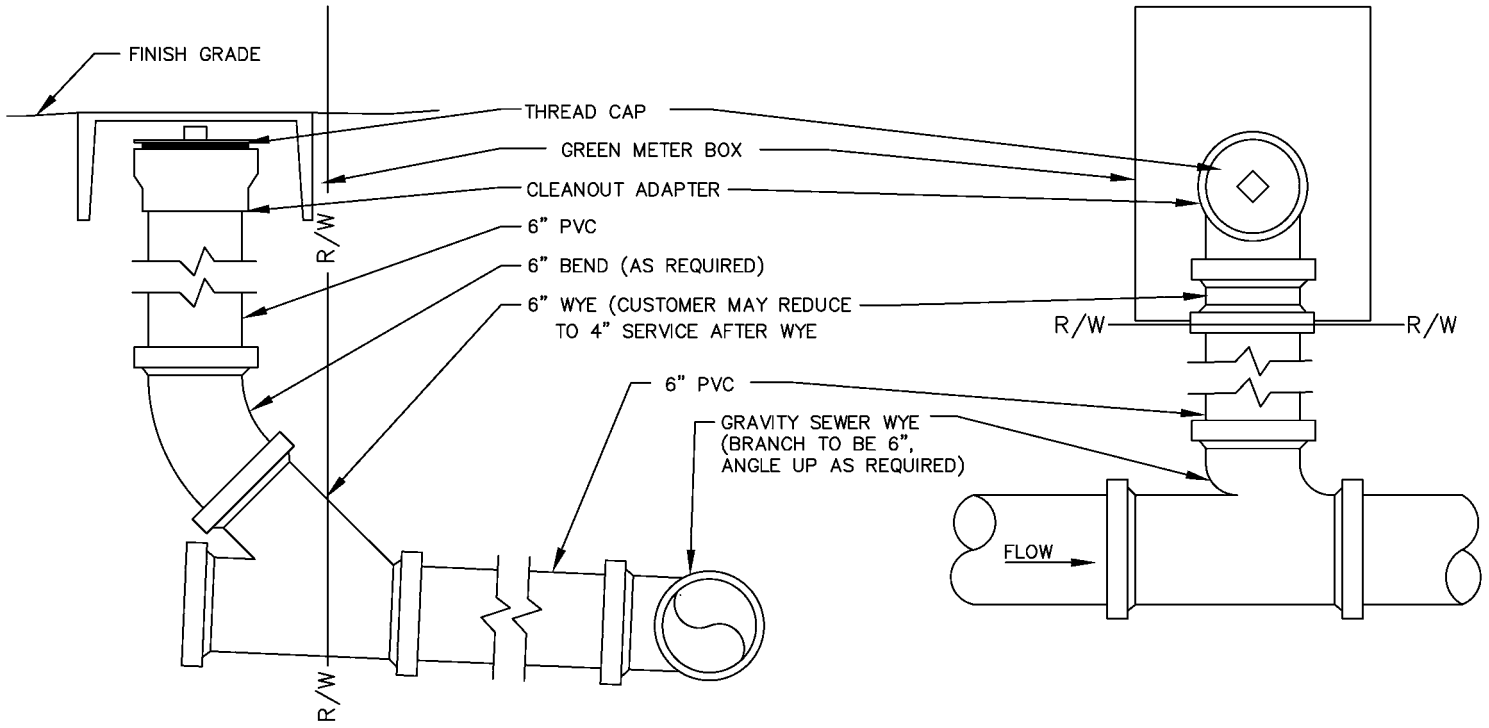
APPENDIX B APPROVED DRAWINGS AND DETAILS



NOTE

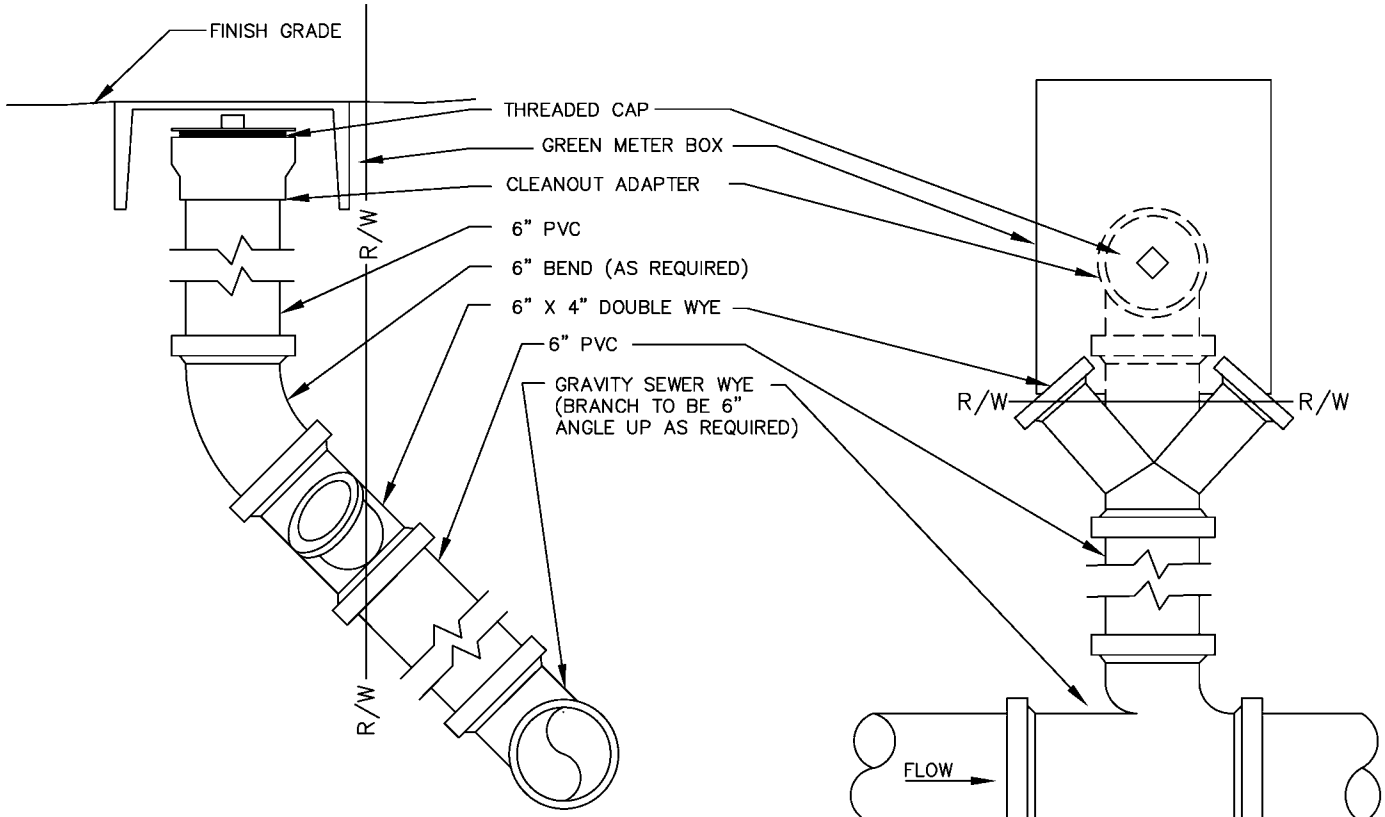
CONCRETE BOX AND TOP TO BE PRECAST AND REINFORCED PER MANUFACTURERS SPECIFICATIONS

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**CHECK VALVE VAULT**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: CHECK VALVE VAULT	



SINGLE SERVICE DETAIL CROSS SECTION PLAN

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**SINGLE SERVICE DETAIL**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: SINGLE SERVICE DETAIL	



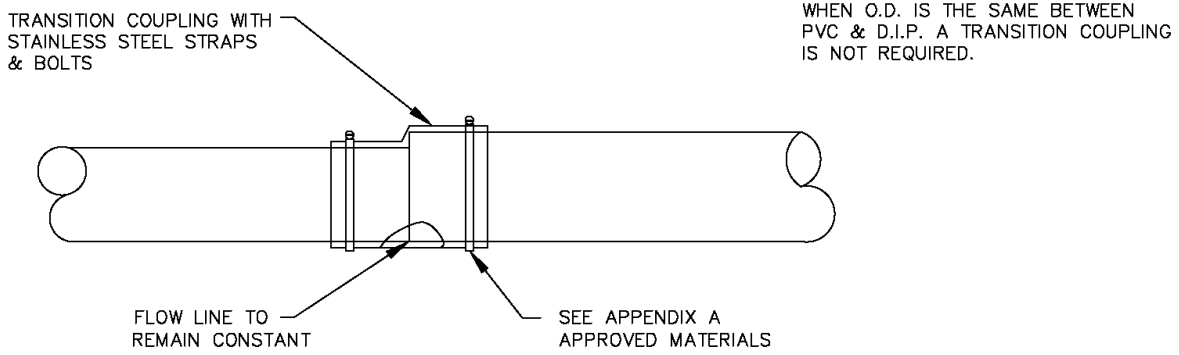
DOUBLE SERVICE DETAIL CROSS SECTION PLAN

CITY OF COCOA
Brevard County, Florida
UTILITIES DEPARTMENT
ENGINEERING DIVISION

DOUBLE SERVICE DETAIL

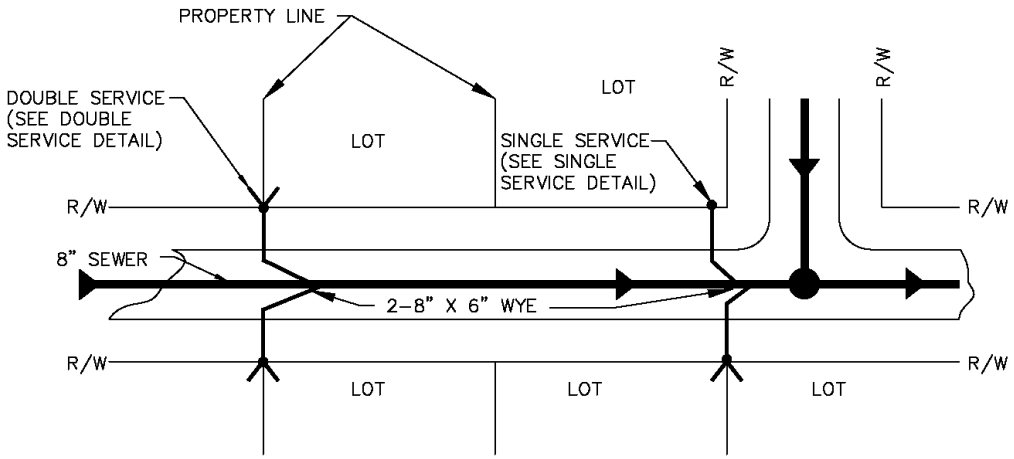
DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
DESIGN BY:	SHEET: 1 OF 1
ACAD NAME: DOUBLE SERVICE DETAIL	

SIZE (I.D.)	SDR-35(O.D.)	DR-18(O.D)	D.I.P.(O.D.)
8"	8.4"	9.05"	9.05"
10"	10.5"	11.10"	11.10"
12"	12.5"	13.2"	13.2"



TRANSITION COUPLING DETAIL

COA	CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**TRANSITION COUPLING**	DRAWN BY: J. WILLIAMS CHECKED BY: T. TURNER DESIGN BY: ACAD NAME: TRANSITION COUPLING	SCALE: NOT TO SCALE DATE: SEPTEMBER, 2013 SHEET: 1 OF 1



TYPICAL SERVICE LAYOUT

CITY OF COCOA Brevard County, Florida UTILITIES DEPARTMENT ENGINEERING DIVISION	**TYPICAL SERVICE**	DRAWN BY: J. WILLIAMS	SCALE: NOT TO SCALE
		CHECKED BY: T. TURNER	DATE: SEPTEMBER, 2013
		DESIGN BY:	SHEET: 1 OF 1
		ACAD NAME: TYPICAL SERVICE	

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

November 7, 2019

ADDENDUM #1

To the Bidding/Contract Documents and Specifications:

ITB # B-20-08-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the R**iverfront Promenade Overlook** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Bid Form.

1. This addendum includes revised drawings to address the following.
    a. Inclusion of structural drawings S-01 and S-02 that were omitted from the original drawing set posted with the advertisement
    b. Created a new pdf file to correct reported printing issues.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracting Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

November 18, 2019

ADDENDUM #2

To the Bidding/Contract Documents and Specifications:

ITB # B-20-08-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the R**iverfront Promenade Overlook** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Bid Form.

1. This addendum includes

    a. Clarify Calendar Days - 135 days to substantial, 155 – Final
    b. Clarify Allowance Amount - $25,000
    c. City Permit Fees are waived, others may apply
    d. Engineer's Cost Estimate $1,150,000
    e. Cantilever over seawall – intent is to not touch existing seawall.
    f. Lay down Area (See attached). Additional area in Lee Wenner Park may be necessary.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracting Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

November 20, 2019

ADDENDUM #3

To the Bidding/Contract Documents and Specifications:

ITB # B-20-08-COC

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **Riverfront Promenade Overlook** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Bid Form.

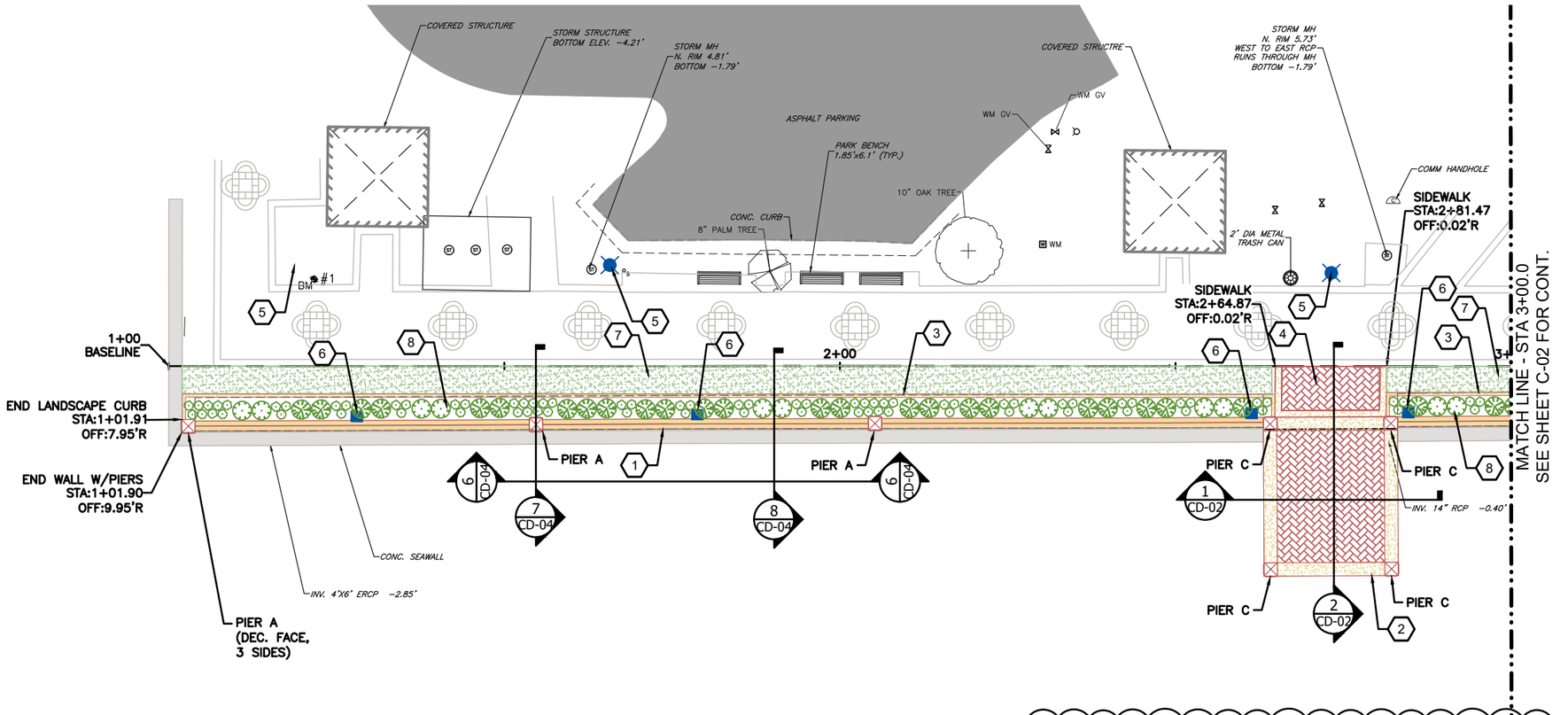
1. Due to the forthcoming holiday, Thanksgiving 11/28/19, it is in the best interest of the City of Cocoa to postpone the due date of 12/2/19 at 3pm and extend such for an additional three (3) business days in effort for contractors to obtain necessary documentation and pricing due to holiday business closings etc.

2. This addendum changes the bid due date and opening from set schedule:
    a. Bid Due: 12/2/19 at 3:00pm – 65 Stone Street, City Hall, Cocoa, FL 32922
    b. Bid Opening: 12/2/19 at 3:30pm – 65 Stone Street, 3rd Floor Conf. Room, City Hall, Cocoa, FL 32922.
3. Changing bid due and opening date to:
    a. Bid Due: 12/5/19 at 3:00pm – 65 Stone Street, City Hall, Cocoa, FL 32922
    b. Bid Opening: 12/5/19 at 3:30pm – 65 Stone Street, 3rd Floor Conf. Room, City Hall, Cocoa, FL 32922.

4. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracting Manager



SITE PLAN KEYNOTES

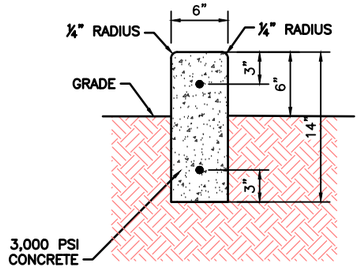
1. Install reinforced concrete wall and piers with precast stone caps. Refer to details on sheets CD-04& CD-06 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
2. Install concrete overlook platform. Refer to details on sheets CD-01 & CD-02 and structural sheets S-01 & S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures.
3. Install concrete landscape curb. See detail on sheet C-01.
4. Install concrete sidewalk with stamped herringbone pattern. Refer to details on sheet CD-01, CD-02, and CD-03. Stamped concrete shall be colorless and stamped in a new brick, herringbone pattern. As part of the shop drawing submittal for this work, the Contractor may propose minor adjustments to the dimensions of the stamped areas and adjoining smooth areas shown on the plans and details to better facilitate the stamping of the concrete.
5. Install relocated light pole. Refer to electrical drawings for additional information.
6. Install electrical power receptacles. Refer to electrical drawings for additional information.
7. Install sod. Refer to landscape plans for additional information.
8. Install landscaping. Refer to landscape plans for additional information.
9. Install concrete sign wall. Refer to details on sheets CD-03 & CD-04 and structural sheet S-02. Refer to the Coating schedule on sheet C-01 for information on coating requirements of the wall, piers, and overlook structures. Refer to electrical drawings for information on electrical service to lighted sign.
10. Install landscaping around sign wall. Refer to sheet CD-03 and landscape plans for more information.
11. Install "Entrance Pier." Refer to sheet CD-05 for more information.

Requirement to Locate Underground Structures and Utilities:
In addition to contacting Sunshine811 and other legal responsibility for locating utilities as part of the work, the Contractor shall perform a Quality A Subsurface Utility Engineering Investigation as defined by FDOT. As part of this work, the Contractor shall identify and locate subsurface tie-backs from the existing sea wall to an elevation of 1.0 (NAVD88). The results of this work shall be submitted to the Engineer and City for record purposes prior to beginning any construction or demolition.

Coating Schedule:

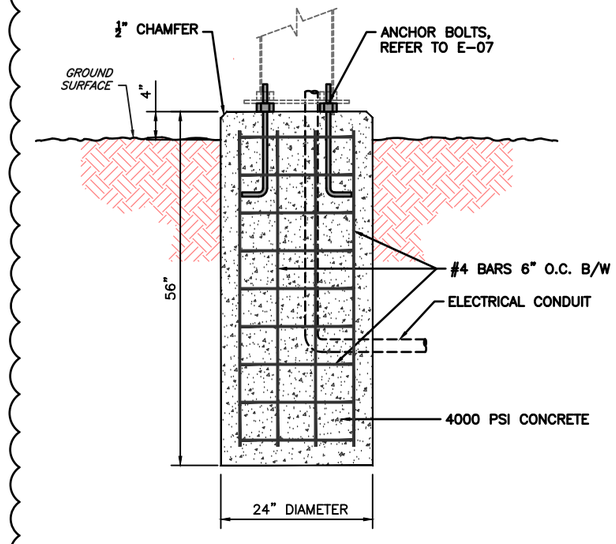
1. Contractor shall provide masonry coatings in accordance with Section 09960, 07115 and 9981 of the Specifications.
2. The wall, wall caps, sign wall, piers, pier caps, and water-facing edge of the overlooks shall receive coatings.
3. The coatings shall include two (2) distinct colors, a primary and accent color. Colors will be selected as part of the submittal process.
4. The main body of the wall, body of the piers, and water-facing edge of the overlooks shall receive the primary color.
5. The wall caps, pier caps, and decorative raised faces of the piers shall be coated with a different (accent) color.
6. Buried faces of the concrete, including the wall and wall foundation shall be coated with bituminous dampproofing in acordance with Section 07115 of the specifications.

2



NOTES:
1. **Install ½" expansion joint abutting hard surfaces and Min. 50 ft.**
2. **Install contraction joint every 10 ft.**

CONCRETE LANDSCAPE CURB DETAIL
Scale: N.T.S.



LIGHT POLE BASE DETAIL
Scale: N.T.S.

2

GRAPHIC SCALE
0 10 15 20
1"=10'

811 Know what's below. Call before you dig.

11/27/2019 12:34:01 PM

Z:\PROJECTS\Cocoa\COC013 Promenade Concept\Drawings\2 Eng\Final Dwg\C01-C03-COC013-SITE.dwg

NO.	DATE:	DESCRIPTION
		REVISIONS
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION
2	11/27/2019	ADDENDUM

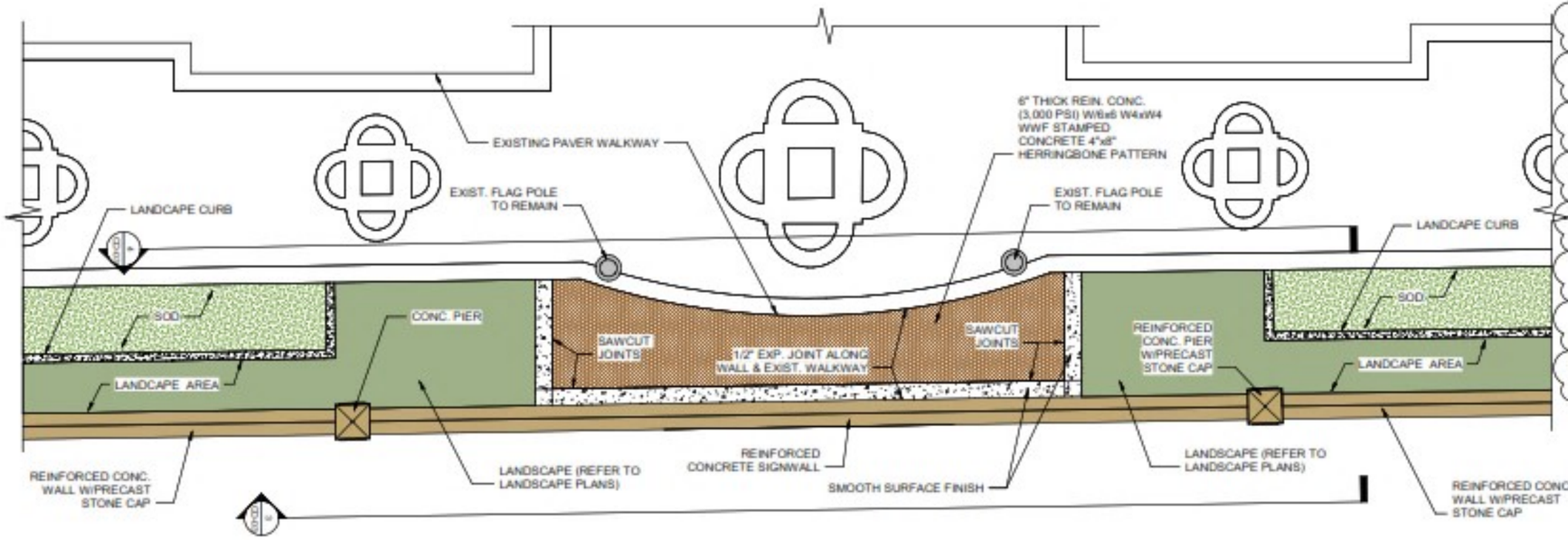
THOMAS M. VILL, P.E. #71186

INFRASTRUCTURE SOLUTION SERVICES
7185 Murrell Road, Suite 101
Melbourne, Florida 32940
Phone: (321) 622-4646
www.InfrastructureSS.com

DRAWING TITLE: CIVIL SITE PLAN STA.1+00.00 TO STA.3+00.00 PROMENADE IMPROVEMENTS

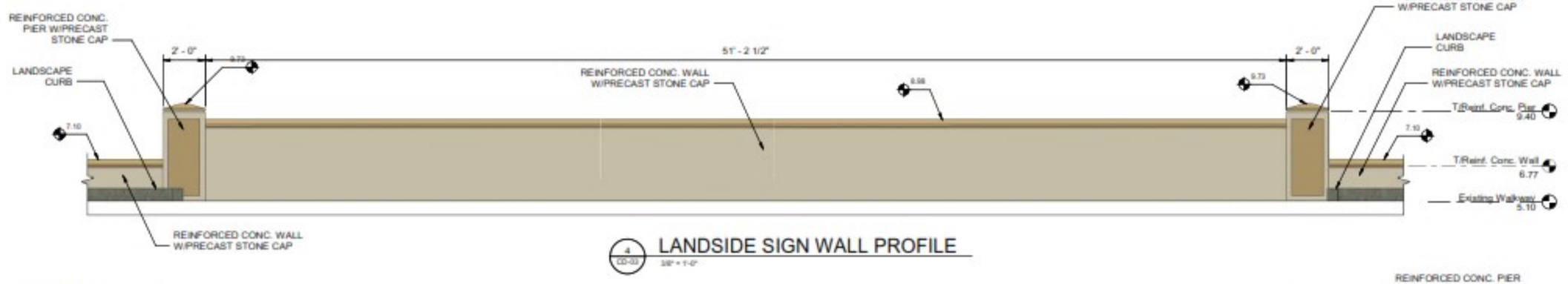
CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
1" = 10'	TMV
DRAWING NO:	
12 OF 44	
SHEET NO.	
C-01	



Wall Sign Note:

1. Lighted sign shall be as manufactured by Berry Signs, Rockledge, Florida or equal.
2. The sign letters shall be constructed out of all aluminum and powder coated inside and out, with color selected by the City. Letters shall have a depth of approximately 2-1/2" to 3" and mounted to stand off the wall to allow back lighting.
3. All sign hardware shall be 316 stainless steel.
4. Lighting requirements are to be coordinated with sign manufacturer (Refer to sheet E-05 for more information)
   a. Electrical feed to letters shall be from a lockable electrical panel near a sign column.
   b. Conduit (PVC) and wire shall be run from feeder panel to a duplex box at each letter location, piped with duplex box.
5. Each of the five (5) letters shall be back lit using LED illuminated back lite for halo lighting.



4 CD-03 LANDSIDE SIGN WALL PROFILE
3/8" = 1'-0"



3 CD-03 RIVERSIDE SIGN WALL PROFILE
3/8" = 1'-0"

NOTES:

1. "T/Reinf." Elevations called out in section views are top of the cast-in-place reinforced concrete wall and piers. That height does not include the height of the precast stone cap.
2. Refer to Coating Schedule on C-01 for coating requirements.

NO	DATE	DESCRIPTION
1	10/2/2019	RELEASED FOR BID/ NOT RELEASED FOR CONSTRUCTION
2	11/7/2019	ADDENDUM
3		
4		

THOMAS M. VILL P.E. 67186

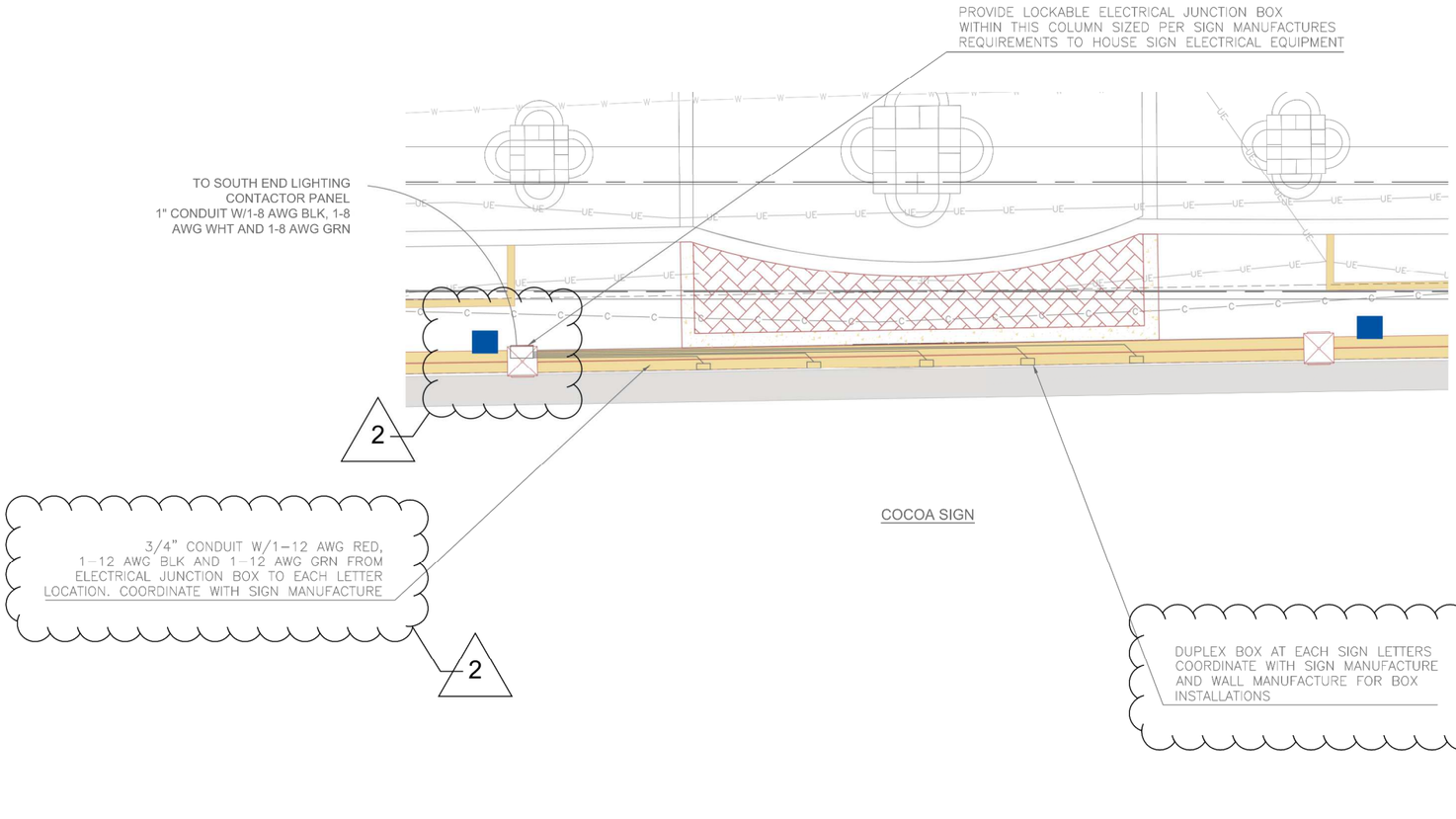
INFRASTRUCTURE SOLUTION SERVICES
7186 Murrell Road, Suite 101
Melbourne, Florida 32940
Phone (321) 622-4646
www.infrastructuress.com

WALL PLANS AND SECTIONS
SIGN WALL PLAN AND PROFILE

CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE: 09/23/2019	DRN. BY: MBH
SCALE: As indicated	CHKD. BY: TMV
DRAWING NO.: 24 of 44	
SHEET NO.: CD-03	

11/27/2019 11:13:25 AM
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GRAPHIC SCALE
0 5 10
1"=5'

GARY A. YOCUM
PE# 61594

NO.	DATE	DESCRIPTION
		REVISIONS

INFRASTRUCTURE SOLUTION SERVICES
7185 Murrell Road, Suite 101
Melbourne, Florida 32940
Phone: (321) 622-4646
www.infrastructureSS.com

DRAWING TITLE: WALL RECEPTACLES PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

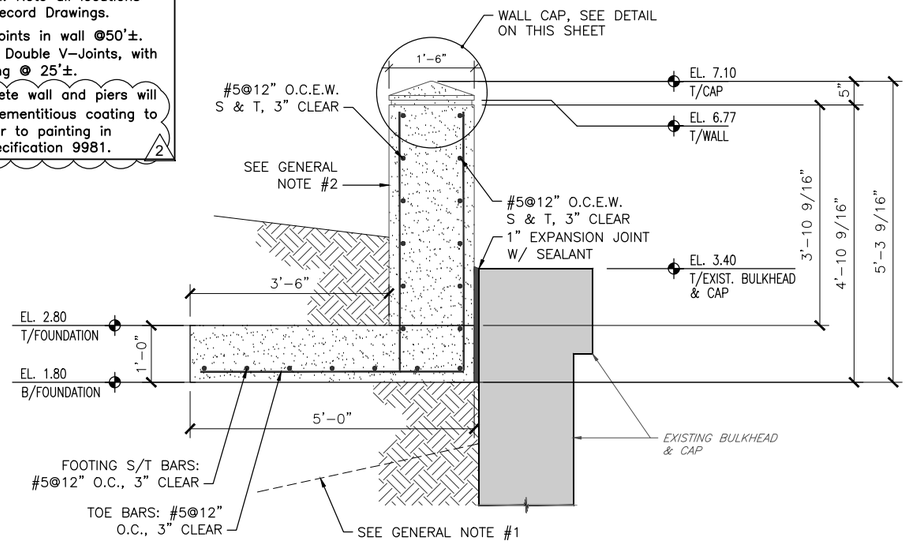
PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE: 10/21/2019	DRWN. BY: GY
SCALE: 1" = 5'	CHKD. BY: TMV
DRAWING NO: 5 OF 7	
SHEET NO. E-05	

11/25/2019 4:56:08 PM

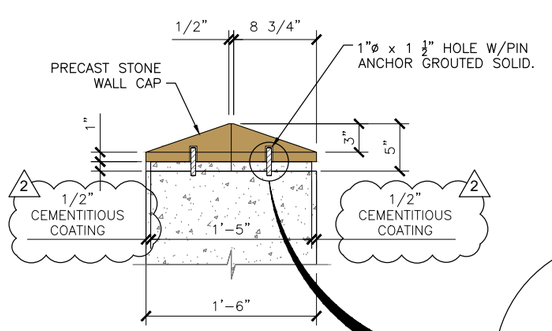
C:\Users\yocum\Documents\Projects\ISS - City of Cocoa - River Park\Electrical.dwg

GENERAL NOTES

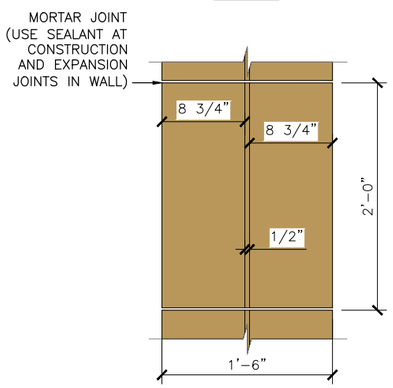
1. Where existing structural tiebacks are encountered report deteriorated conditions to owner's inspector and place split PVC sleeve for protection. Note all locations found in As-Built Record Drawings.
2. Provide Expansion Joints in wall @50'±. Provide Contraction, Double V-Joints, with continuous reinforcing @ 25'±.
3. The proposed concrete wall and piers will receive a ½" thick cementitious coating to smooth surface prior to painting in accordance with specification 9981. 2



STRUCTURAL WALL SECTION
Scale: 3/4" = 1'-0"

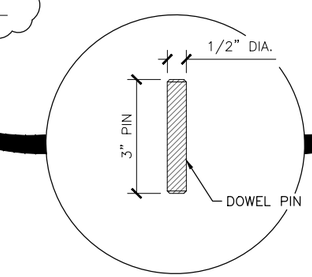


SECTION

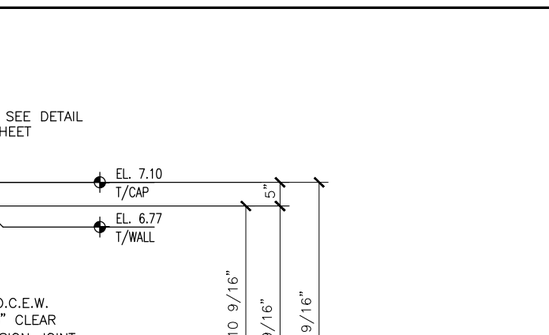


PLAN

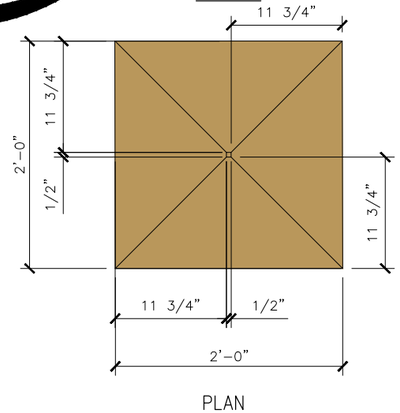
PRECAST STONE WALL CAP
Scale: 1-1/2" = 1'-0"



PIN DETAIL (GALVANIZED OR BETTER)
Scale: 6" = 1'-0"

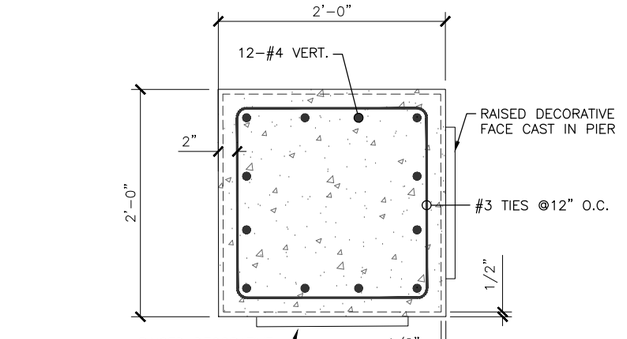


SECTION



PLAN

PRECAST STONE WALL CAP
Scale: 1-1/2" = 1'-0"



SECTION

PIER PLAN AND SECTION
Scale: 1-1/2" = 1'-0"

THOMAS M. VILL, P.E. #71186

INFRASTRUCTURE SOLUTION SERVICES
7185 Murrell Road, Suite 101
Melbourne, Florida 32940
Phone: (321) 622-4646
www.infrastructureSS.com

NO.	DATE:	DESCRIPTION
1	10/22/2019	RELEASED FOR BID/NOT RELEASED FOR CONSTRUCTION
2	11/27/2019	ADDENDUM

REVISIONS

DRAWING TITLE: STRUCTURAL PLAN - WALL AND PIERS PROMENADE IMPROVEMENTS

CLIENT: CITY OF COCOA

PROJECT NO.:	PROJ. MGR.:
COC013	TMV
DATE:	DRWN. BY:
06/28/2019	MBH
SCALE:	CHKD. BY:
SEE PLAN	TMV

DRAWING NO: 44 OF 44

SHEET NO. S-02

11/27/2019 11:25:18 AM

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SECTION 09981 – CEMENTITIOUS COATING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Exterior horizontal and nonvertical plasterwork (stucco).

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For each type of factory-prepared finish coat and for each color and texture specified.

D. Samples for Initial Selection: For each type of factory-prepared finish coat and for each color and texture specified.

E. Samples for Verification: For each type of factory-prepared finish coat and for each color and texture specified, 12 by 12 inches, and prepared on rigid backing.

1.5 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockups for each substrate and finish texture indicated for cement plastering, including accessories.

a. Size: 10 sq. ft. in surface area.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside under cover and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.7 FIELD CONDITIONS

A. Comply with ASTM C926 requirements.

B. Exterior Plasterwork:

1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
2. Apply plaster when ambient temperature is greater than 40 deg F.
3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.

C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

2.1 ACCESSORIES

A. General: Comply with ASTM C1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Plastic Accessories: Manufactured from high-impact PVC.

1. Cornerbeads: With perforated flanges.

a. Small nose cornerbead; use unless otherwise indicated.

2. Casing Beads: With perforated flanges in depth required to suit plaster bases indicated and flange length required to suit applications indicated.

a. Square-edge style; use unless otherwise indicated.

3. Control Joints: One-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
4. Expansion Joints: Two-piece type, formed to produce slip-joint and square-edged 1/2-inch- wide reveal; with perforated concealed flanges.

2.2 MISCELLANEOUS MATERIALS

A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2-inch-long, free of contaminants, manufactured for use in cement plaster.

C. Bonding Compound: ASTM C932.

2.3 PLASTER MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I.

1. Color for Finish Coats: White.

B. Masonry Cement: ASTM C91, Type N.

1. Color for Finish Coats: White.

C. Lime: ASTM C206, Type S; or ASTM C207, Type S.

D. Sand Aggregate: ASTM C897.

1. Color for Job-Mixed Finish Coats: In color matching Engineer's sample.

E. Finish Coatings: Surfaces shall be finished with high-performance coatings in accordance with Section 09960.

2.4 PLASTER MIXES

A. General: Comply with ASTM C926 for applications indicated.

1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. of cementitious materials.

B. Base-Coat Mixes for Use over Concrete: Single base (scratch) coat for two-coat plasterwork on high-absorption plaster bases as follows:

1. Portland Cement Mix: For cementitious material, mix 1-part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
2. Masonry Cement Mix: Use 1-part masonry cement and 2-1/2 to 4 parts aggregate.

3. Portland and Masonry Cement Mix: For cementitious material, mix 1-part portland cement and 1-part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.

C. Job-Mixed Finish-Coat Mixes:

1. Portland Cement Mix: For cementitious materials, mix 1-part portland cement and 3/4 to 1-1/2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
2. Masonry Cement Mix: Use 1-part masonry cement and 1-1/2 to 3 parts aggregate.
3. Portland and Masonry Cement Mix: For cementitious materials, mix 1-part portland cement and 1-part masonry cement. Use 1-1/2 to 3 parts aggregate per part of cementitious material.

D. Finish Coat: Refer to Section 09960

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.

B. Prepare smooth, solid substrates for plaster according to ASTM C926.

3.3 INSTALLING ACCESSORIES

A. Install according to ASTM C1063 and at locations indicated on Drawings.

B. Reinforcement for External (Outside) Corners:

1. Install cornerbead at exterior locations.

C. Control Joints: Locate as approved by Engineer for visual effect and as follows:

1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:

a. Vertical Surfaces: 144 sq. ft.
b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft.

2. At distances between control joints of not greater than 18 feet o.c.

3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
4. Where control joints occur in surface of construction directly behind plaster.
5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

3.4 PLASTER APPLICATION

A. General: Comply with ASTM C926.

1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces when measured by a 10-foot straightedge placed on surface.
2. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

B. Bonding Compound: Apply on concrete substrates for direct application of plaster.

C. Walls; Base-Coat Mix: For base (scratch) coat, for two-coat plasterwork and having 3/8-inch to 1/2-inch thickness on concrete, as follows:

1. Portland cement mix.
2. Masonry cement mix.
3. Portland and masonry cement mix.

D. Plaster Finish Coats: Apply to provide float finish to match Engineer's sample.

E. Finish Coatings: Apply coating system in accordance with Section 09960.

3.5 PLASTER REPAIRS

A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.6 CLEANING AND PROTECTION

A. Remove temporary protection and enclosure of other work after plastering is complete. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 09981

FORTINET | URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

BID OPENING - SIGN IN SHEET

BID NAME: Riverfront Promenade Overlook

BID NUMBER: B-20-08-COC **DATE/TIME:** December 5th, 2019 **3:30 PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	HHANCHER@COCOAFL.ORG
CITY OF COCOA	Tammy Eastburn	321-433-8844	teastburn@cocoafl.org
City of Cocoa	Frank Mitabito	433-8776	Fmitabito@cocoafl.org
City of COCOA	GARY PALMER	433-8772	gpalmer@cocoafl.org
City of Cocoa	Bryant Smith	433-8771	bsmith@cocoafl.org
Cocoa	Charlene Neuterman	433 8509	cneuterman@cocoafl.org
Doug Wilson Enterprises	Payton Jones	321-720-1956	Pjones@dwenet.com
DWE	Gavin Knorth	904-626-6260	GKnorth@DWENet.com
C & D Construction Inc.	Amy Leslie	321-639-9190	Amy@C-DConstruction.com
Rush Marine	Tony Landry	321-267-8100	Tlandry@Rushinc.com
Welsh Construction	Jennifer Parkerson	321 757 9383	Jennifer@welshci.com
Conaveral Construction Co	Dirk Neuenberg	321-269-4011	dirk@conaveralconstruction.com
Florida Home of Dock Up	DAVID T. ERICKSON	3217204350	DT_ERICKSON@HOTMAIL.COM

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, December 5, 2019

BID NUMBER: B-20-08-COC Cocoa Riverfront Park Promenade Improvements

VENDOR	Invitation to Bid Pg.7	Instruction to Bidders Pg.12-17	Scrutinized Company Certification Pg.18-19	Certificate of Debarment & Suspension (Primary) Pg. 20-21	Certificate of Debarment & Suspension (Lower Tier) Pg. 22-23	Bidder's Certification Pg.24	BID ACKNOWLEDGEMENT FORM Pg.27 -28 Total Base Bid	Bid Form Pg.29 Unit Pricing	Exceptions Pg. 30	Business References Pg.31	Statement of Bidder's Qualifications Pg. 32-34	Listing of Sub Contractors Pg. 35	Bid Bond Pg.36	Non-Collusion Affidavit Pg.37	Drug Free Pg. 38	Conflict of Interest Statement Pg.39-40	Form of Agreement Pg.41-60	Corporate Principal Certificate Section-17 (1-Pg)	Performance and Payment Bond Section-18 (3-Pgs)	Certificate of Liability Insurance	No Bid Response Pg. 25
Florida Home & Dock Life, LLC 2460 N. Courtenay Pkwy. Ste-203 Merritt Island, FL □□95□							DISQUALIFIED - NOT AT MANDATORY PRE-BID MEETING - NOT IN A SEALED ENVELOPE														
C&D Construction, Inc. 395 South Range Road Cocoa, FL 32926	□	□	□	□	□	□	$993,000.00	□	□	□	□	□	□	□	□	□	□	□	□	□	
Canaveral Construction Co. PO Box 799 Mims, FL 32754	□	Y (accepted by Division 12/6)	□	□	□	□	$952,909.00	□	□	□	□	□	□	□	□	□	N	□	N	□	
Welsh Construction, LLC 3845 W. Eau Gallie Blvd. Suite 101 Melbourne, FL 32934	□	□	□	□	□	□	$1,652,922.00	□	□	□	□	□	□	□	□	□	□	□	□	□	
Doug Wilson Enterprises, Inc. 6121 North Atlantic Ave. Suite 102 Cape Canaveral, FL 32920	□	N	□	□	□	□	$1,185,685.00	□	□	□	□	□	□	□	□	□	□	□	N	□	
Rush Marine LLC 6285 Riverfront Center Blvd. Titusville, FL 32780	□	□	□	□	□	□	$989,618.00	□	□	□	□	□	□	□	□	□	□	□	□	□	

1. Invitation to Bid

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833	INVITATION TO BID Bidder Acknowledgement FORM NO. 00019		
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: November 1, 2019	BID TITLE: **Cocoa Riverfront Park Promenade Improvements**	BID NUMBER: B-20-08-COC

BID SUBMITTAL DATE AND TIME: **December 2, 2019 at 3:00 p.m.**	BID OPENING TIME AND LOCATION: 3:30 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	Bids Received After Submittal Date and Time Will Not Be Accepted.

PRE BID LOCATION: Purchasing 3rd Floor Conference Room at City Hall, 65 Stone Street, Cocoa, FL 32922	TIME: 10 am	DATE: November 15, 2019

BIDDER NAME: Canaveral Construction Co., Inc.		
MAILING ADDRESS: 3475 N. US 1		
CITY-STATE-ZIP: Mims, Florida 32754		
EMAIL ADDRESS: Mike@canaveralconstruction.com	TELEPHONE NO: 321-269-4011 FAX NO: 321-269-5905	
AUTHORIZED SIGNATURE (MANUAL):		TITLE: V.P. Operations
TYPED/PRINTED NAME: Michael R. Harkcom		DATE: 12/4/19

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
□ Not enough bid response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bids to Municipalities □ Other: (please explain)	□ Received invitation by direct mail □ Viewed bid posting on Internet home page ☒ Read legal ad in newspaper ☒ Viewed through bid reporting service □ Other: (please explain)

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, please contact the custodian of public records at main: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

2.1.22. Local Vendor Preference Affidavit

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

REQUESTS FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECEIPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

This program applies to Brevard County, Florida vendors / contractors only.

DO NOT COMPLETE THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM

Copy of local business tax receipt submitted X Yes ___No (must be attached to receive preference)

Name of Business Canaveral Construction Co., Inc.

BY: _____

Signature Michael R. Harbcom
V.P. Operations

2019 - 2020

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
9510533

THE PERSON(S), OR ENTITY BELOW:
CANAVERAL CONSTRUCTION CO INC
P O BOX 799
MIMS, FL 32754

BUSINESS PERIOD: **October 01, 2019 - September 30, 2020**
EXPIRES: **SEPTEMBER 30, 2020**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA
CANAVERAL CONSTRUCTION CO INC

LOCATION:
3475 US 1 HWY
UNINCORP DIST. 1, FL 32754

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

OWNED BY:
CANAVERAL CONSTRUCTION CO INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

300305	GENERAL CONTR.[CERTIFIED]
590501	HAZ WASTE GEN. SURCHARGE
820005	RECEIPT AMT



Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 002-19-00017619 07/25/2019 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

3. Scrutinized Company Certification

3.1. Florida Statutes, Sections 287.135 and 215.473

This certification is required pursuant to Florida Statutes, Sections 287.135 and 215.473 As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    I. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
    II. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) Michael R. Harkcom V.P.O.

(Name of Vendor) Commercial Construction Co., Inc.

Notary Public, State of

STATE OF Florida

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 4th day of DECEMBER, 2019, by MICHAEL HARKUM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/06/2023

Print Name: CHRISTINA LEER

My Commission expires:

This certification form must be completed and included within bid response. Failure to submit this form as instructed shall render bid submittal non-responsive.

4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

4.1. Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant

f.

g. agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

h. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.1. Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Coastal Construction Co, Inc.	Date: 12/4/19
Signature of Authorized Certifying Official: [signature] Michael R. Harkcom	Title: V.P. Operations

6. Bidders Certification

a. I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor" Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
b. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids;
c. I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa;
d. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid;
e. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

	Canaveral Construction Co, Inc.	321-269-4014 321-269-5905
(Authorized Signature)	Name of Business	Phone & Fax Number
Michael R Harkcom	3479 N. US 1	Mims, Fla 32754
(Printed Name and Title) V.P. Operations	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 4th day of DECEMBER, 2019, by MICHAEL HARKCOM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: CHRISTINA LEER

My Commission expires:

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/09/2023

8. Bid Acknowledgement Form

Proposal of Canaveral Construction Co, Inc.
(Name)
3475 N. US 1, Mims, Fla. 32754
(Address)

To furnish all materials, service, equipment, and labor required, for **Cocoa Riverfront Park Promenade Improvements** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

= TOTAL BASE BID	$ 952,909.—

Nine hundred fifty two thousand Dollars
(Grand Total Written in words)
nine hundred and nine

Bidder Agreement & Public Notary

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in thirty (30) days with completion in thirty-five (35) days from notice to proceed.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 027 General Conditions)

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 nine hundred and sixty-four dollars ($964.00) per calendar day.

[signature]	Canaveral Construction Co. inc.	321·269·4011 321·269·5905
(Authorized Signature)	Name of Business	Phone & Fax Number
Michael R Harkcom	3475 N. US1	Mims, Fla 32754
(Printed Name and Title) V-P. Operations	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 4th day of DECEMBER, 2019, by MICHAEL HARKCOM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

[signature]
Notary Public

Print Name: CHRISTINA LEER

My Commission expires

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/08/2023

BID FORM

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

See Specification Section 01200 for additional information on each bid item.

Item Number	Item Description	Unit	Quantity	Unit Price	Total Price
1*	Mobilization/Demobilization, Insurance, Bonds*	LS	1	$	$ 65,000
2	Level "A" Subsurface Utility Investigations	LS	1	$	$ 9,187
3	Erosion and Sediment Control	LS	1	$	$ 23,581
4	Demolition	LS	1	$	$ 63,210
5	Electrical and Lighting	LS	1	$	$ 27,788
6	Reinforced Concrete Wall and Piers	LS	1	$	$ 276,203
7	Reinforced Concrete Overlooks	LS	1	$	$ 285,473
8	Construct Utilities	LS	1	$	$ 59,290
9	Landscape curb	LS	1	$	$ 19,600
10	Landscaping & Irrigation	LS	1	$	$ 29,100
11	Lighted Sign	LS	1	$	$ 7,350
12	Survey and AutoCAD Format Record Drawings Provided by the Contractor	LS	1	$	$ 12,127
13	Allowance	LS	1	$	$ 25,000
				Total Base Bid Amount	
14	Additive Bid Alternate 1 – Alternate Landscaping	LS	1	$	$ 5,800
15	Deductive Bid Alternate 2 – Use of Precast Overlook Elements	LS	1	$	$ N/A

*NOTE: Bid Item Number 1 cannot be more than 7% of the Total Base Bid Price.

Michael R Harkcom
V.P. Operations
12/4/19

Failure to complete the above will result in the bid being declared non-responsive.

9. Exceptions, Deviations or Clarifications to Specifications

Print or in legible hand writing detailed information below:

N/A

10. Business References

Bidder shall submit as a part of the bid package, three (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	Brevard County Facilities
Address	2725 Judge Fran Jamieson Way, Viera Fla 32940
Telephone Number	321.633.2050
Contact Person	Doug Haymond

Reference 2

Business Name	City of New Smyrna Beach
Address	210 Sams Ave, New Smyrna Beach Fla 32168
Telephone Number	386.424.2209
Contact Person	Khalid Resheidat

Reference 3

Business Name	Brevard County Public Schools
Address	2700 Judge Fran Jamieson Way, Viera Fla 3294
Telephone Number	321.633.3582
Contact Person	David Martin

Optional Reference

Business Name	Architects RZK, Inc.
Address	600 Florida Ave, Cocoa Fla 32922
Telephone Number	321.631.8039
Contact Person	321.631.8039

11. Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

a. Name of Bidder: Canaveral Construction Co, Inc.

b. Permanent main office address: 3475 N. US 1, Mims, Fla 32754

c. When organized (Month/Year): 5/1994

d. If a corporation, where incorporate (State): Florida

e. How many years has business been engaged in the contracting business under your present firm or doing business as (DBA): 25 years

f. Past Performance (List past contracts of similar value and work previously awarded) :

Contract Name	Contract No.	Customer	Value	Pop (Period of Performance)	Completion Date or On-Going
SEE	ATTACHED				

g. General scope of services company provides:

Complete General Contracting and Construction Management services. Our primary clientele is Federal, State and Municipal government. Projects range in size from 50,000.- to 7.5 million dollars.

h. Has business ever failed to complete any work awarded? Yes ☐ No ☒
If yes, please specify cause and resolution:

PROJECTS COMPLETED 2014 - 2019

Job#	Job Name City	Date Completed	Contract Amount	Client Name	Architect Engineer	Role
1210	Repair Crawlerway & Options, KSC, FL	01/01/14	$8,266,000.00	NASA, O'Toole, Brad, Bradley.N.OToole@nasa.gov	N/A	Prime
1214	Repair and Repave Roads, KSC, FL	12/19/2014	$6,408,000.00	NASA, Jones, Allan, allan.b.jones@nasa.gov	N/A	Prime
1217	Sand Point Park, Titusville, FL	02/01/14	$968,877.88	Brevard County Parks & Recreat, Van Sickle, Joan, joan.vansickle@brevardcounty.us	Honeycutt & Associates, Inc., Honeycutt, Rodney, rodney@honeycutt.cc	Prime
1229	Relocate Fire Station #84/89, Palm Bay, FL	02/01/14	$341,427.00	Brevard County Facilities Dept, Lawry, Tim, Tim.Lawry@brevardcounty.us	N/A	Prime
1233	Wickham Community Center, Melbourne, FL	04/22/2015	$3,531,673.00	Brevard County Parks & Recreat, Van Sickle, Joan, joan.vansickle@brevardcounty.us	Rood & Zwick, Inc., Rhoden, Chris, Chris.Rhoden@architectsrzk.com	Prime
1239	Space Coast Stadium 2013-14, Viera, FL	02/06/14	$266,330.32	Brevard County Facilities Dept	N/A	Prime
1242	Melbourne Fuel Tank Replacement, Melbourne, FL	07/11/14	$420,799.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1243	M&O Facility, Bldg M6-486, KSC, FL	03/09/15	$466,870.00	ARS International, LLC	N/A	Prime
1244	AUTEC, Chiller & AHU Replacement, Andros Island, Bahamas		$1,012,200.00	PAE Technologies LLC, Westfall, Steve, Stephen.Westfall.ctr@autec.nav	DDC Engineering, Inc., DaSilva, David, dasilva.david@ddc-engineers.com	Prime
1245	Discovery Chiller Replacement, palm Bay, FL	01/23/2015	$510,054.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1246	Storage Bldg C, CCAFS, FL	11/25/2014	$372,000.00	National Reconnaissance Org	N/A	Prime
1247	Croton Elementary, Melbourne, FL	07/21/2014	$75,703.20	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1250	Sabal Elementary, Melbourne, FL	07/21/14	$80,779.30	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1252	PBHS Chiller Bldg 9, Palm Bay, FL	09/01/14	$182,940.00	School Board of Brevard County, Johnson, Art, Johnson.Arthur@brevardschools.org	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com	Prime
1254	Brevard Cty Elections ADA Ramp, Viera, FL	07/18/14	$33,200.00	Brevard County Facilities Dept, Tucker, Carl, Carl.Tucker@brevardcounty.us	N/A	Prime
1255	Eastern FL College Bldg 2, Cocoa, FL	11/25/2014	$197,000.00	Eastern Florida State College, Burgess, Glenn, burgessg@easternflorida.edu	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1257	Cocoa HS Portable Relocation, Cocoa, FL	08/18/14	$57,533.50	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1258	EGHS Bleacher Modifications, Melbourne, FL	11/03/14	$28,978.00	School Board of Brevard County, Hood, Thomas, Hood.Thomas@brevardschools.org	N/A	Prime
1259	Chain of Lakes Amenities, Titusville, FL	01/22/2015	$83,574.32	Brevard County Parks & Recreat, Van Sickle, Joan, joan.vansickle@brevardcounty.us	Honeycutt & Associates, Inc., Honeycutt, Rodney, rodney@honeycutt.cc	Prime
1260	Gantry Motors, Port Canaveral, FL	06/30/14	$68,124.55	Canaveral Port Authority, Lum, Kenneth, klum@portcanaveral.com	N/A	Prime
1265	Poinciana Service Center, Poinciana, FL	07/15/15	$2,062,000.00	Tohopekaliga Water Authority, Zhou, Lan, LZHOU@tohowater.com	KZF Design Studio, Klienstueber, Eric, eric@kzforlando.com	Prime

1266	UCF Repairs to Water Sphere	03/01/15	$305,740.00	University of Central Florida, Daelo, Renwick, Renwick.Daelo@ucf.edu	N/A	Prime
1267	Space Coast Stadium 14-15	02/01/2015	$733,748.14	Brevard County Facilities Dept, Haymond, Douglas, douglas.haymond@brevardcounty.us	N/A	Prime
1268	Brevard Maintenance Facility	04/08/2015	$152,000.00	Brevard County Facilities Dept, Tucker, Carl, Carl.Tucker@brevardcounty.us	N/A	Prime
1269	DeLaura Middle School	01/30/15	$66,599.60	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Hanson Professional Services, Inc., Lanares, Luis, llinares@hanson-inc.com	Prime
1273	Endeavour Elem Playground	01/13/15	$54,858.75	School Board of Brevard County, Johnson, Art, Johnson.Arthur@brevardschools.org	N/A	Prime
1274	Palm Bay HS Handrail Repairs	04/13/2015	$59,438.00	School Board of Brevard County, Hood, Thomas, Hood.Thomas@brevardschools.org	Droor & Associates, Inc., Droor, Noel, noel@droorassociates.com	Prime
1275	Paradise Beach Ramp Addition	03/05/2015	$20,460.00	Brevard County Facilities Dept, Haymond, Douglas, douglas.haymond@brevardcounty.us	N/A	Prime
1276	Sea Park ES-Bldg 14 Pavilion	05/26/15	$78,632.00	School Board of Brevard County, Hood, Thomas, Hood.Thomas@brevardschools.org	N/A	Prime
1277	DeLaura Middle School Const	08/03/2015	$1,523,941.61	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Hanson Professional Services, Inc., Lanares, Luis, llinares@hanson-inc.com	Prime
1278	New Smyrna Beach Bleachers	08/12/2015	$1,041,792.00	City of New Smyrna Beach, Kresheidat, Khalid, kresheidat@cityof nsb.com	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com; DJ Designs, Smith, Dana, dsmith@djdesigninc.com .	Prime
1280	Rockledge HS Retention Basin	03/30/15	$49,820.00	School Board of Brevard County, Hudson, Jim, Hudson.Jim@brevardschools.org	N/A	Prime
1281	Relocate Playground Fairglenn	04/30/15	$26,384.50	School Board of Brevard County, Hood, Thomas, Hood.Thomas@brevardschools.org	N/A	Prime
1282	Portable Relocations	05/11/15	$189,435.50	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1283	UCF Thermal Storage Tank	05/31/15	$18,404.00	University of Central Florida, Santiago, Saul, saulsantiago@ucf.edu	N/A	Prime
1284	ESF Canopy & Gutter Repair	08/31/15	$209,312.00	School Board of Brevard County, Johnson, Art, Johnson.Arthur@brevardschools.org	N/A	Prime
1285	UCF Duke Energy Rooftop HVAC	09/30/15	$46,625.00	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu	N/A	Prime
1286	Cocoa HS Fence Repair	07/17/15	$484.83	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1287	Melbourne HS Sealant Bldg 1&8	07/06/15	$42,158.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1288	JT Washington Ctr	11/30/15	239,412.00	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu	Sims, Wilkerson, Cartier Engineering Inc	Prime
1289	SBBC 5 Portables	08/03/15	259,452.22	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org		Prime

1290	Clearklake Education Ctr	10/26/15	23,900.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1296	SeaPark Culvert Repairs	08/10/15	24,500.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1297	Hoist Repair Crane#1	01/05/16	53,931.80	Canaveral Port Authority	N/A	Prime
1300	Sand Point Park Boat Ramp	10/21/15	60,847.00	Brevard County Facilities Dept	Honeycutt & Associates, Inc.	Prime
1301	Elevator H&A Cleaning		17,359.18	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu	N/A	Prime
1302	Paint/Refurbish Bldg M7-0360	09/14/15	31,443.00	Contract & Purchasing Solution, Carson, Dewayne, dewayne@contracts1.com	N/A	Prime
1303	Arnott Building		125,400.00	Canaveral Port Authority	N/A	Prime
1304	Audubon Elementary Precon		2,990.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1306	Oak Park Security Access	02/23/16	98,406.05	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Harvard Jolly Architecture	Prime
1307	Oak Park PreConst/Electr	02/23/16	2,746.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1308	Endeavour Portable	01/04/15	166,645.16	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1309	Clerk of Court Storage Bldg	04/30/16	66,296.00	Brevard County Facilities Dept	N/A	Prime
1310	DeLaura Phase III PrecConst	01/29/16	2,500.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Hanson Professional Services, Inc.	Prime
1311	Cape View Elementary	06/07/16	132,908.45	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Hawkins, Hall & Ogle Architects, Inc.	Prime
1312	Brevard County Scale House	09/08/16	1,155,000.00	Brevard County Facilities Dept, Haymond, Douglas, douglas.haymond@brevardcounty.us		Prime
1313	Spessard Holland Clubhouse	03/01/16	95,811.92	Brevard County Facilities Dept, Haymond, Douglas, douglas.haymond@brevardcounty.us	CEG Engineering	Prime
1314	Paradide Beach Lifeguard	03/07/16	34,468.00	Brevard County Facilities Dept, Haymond, Douglas, douglas.haymond@brevardcounty.us	N/A	Prime
1315	Endeavour Elem. Mechanical	06/02/16	2,746.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1316	DeLaura Phase III Design	06/02/16	146,268.72	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Hanson Professional Services, Inc.	Prime
1317	Stadium Repairs 16-17	12/31/16	555,447.28	Brevard County Facilities Dept	N/A	Prime
1318	DeLaura Emergency Repairs	06/08/16	5,918.67	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1319	Replace Underground Storage Ta		14,986.41	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1320	Harry T Moore	07/13/16	238,188.00	Brevard County Facilities Dept	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1321	Eau Gallie Lift Station		122,006.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1322	Portable Relocations Precon	08/02/16	2,500.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1323	Master Lift Station Electrical	01/16/17	23,265.00	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu	KZF Design Studio	Prime

1324	Bldg 47 Water Pump House	01/03/17	598,923.00	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu		Prime
1325	Audubon ES Phase III	08/02/16	623,198.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	GRAEF USA, Inc.	Prime
1326	Oak Park HVAC and Electrical	08/02/16	474,553.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1327	DeLaura Middle Phase III	08/02/16	1,301,916.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1328	Endeavour ES Mechanical Renewa	08/02/16	615,656.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	OCI Associates	Prime
1329	Cape View Elementary	08/02/16	1,463,535.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1330	Stone Middle Kitchen Renovatio	08/03/16	596,880.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1331	Upgrades to Fuel Management	08/02/16	164,790.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1332	North Area Bus Compound	08/03/16	374,669.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Stillwater Technologies	Prime
1333	Replace Freezer Audubon	08/02/16	49,923.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1334	Replace Freezer Croton Elem	08/02/16	47,575.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1335	Replace Freezer Sherwood	08/02/16	96,933.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1336	Replace Freezer Cape View	08/02/16	48,438.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1337	Replace Freezer Tropical	08/02/16	47,633.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1338	Woody Simpson		688,942.33	Brevard County Facilities Dept	N/A	Prime
1339	Portable Relocations 2016	08/02/16	273,188.43	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1340	Portable Relocation Pinewood	08/12/16	66,880.70	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Architects RZK, Inc., Zwick, John, John@rzi.com	Prime
1341	Arnott Bldg Interior Demo	12/01/16	80,176.80	Canaveral Port Authority	N/A	Prime
1343	Marathon Clinic Modular Precon	01/03/17	41,663.65	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1344	SCAT Cocoa Hurricane Shutters	10/19/16	45,000.00	Brevard County Facilities Dept	N/A	Prime
1346	Oak Park Rooftop HVAC	01/03/17	58,323.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prime
1347	SCAT Ramp Repairs	09/12/16	19,800.00	Brevard County Dept, Matt Handwork	N/A	Prim
1348	Memory Mall Light Pole Repair	09/25/16	1,400.00	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu	N/A	Prim
1349	Millican Hall	09/25/16	13,865.00	University of Central Florida, Ben Fauser. Ben.Fauser@ucf.edu	N/A	Prim
1351	ESF Marathon Clinic	01/16/17	243,820.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	N/A	Prim
1353	Pinewood Repairs	01/26/17	64,133.00	School Board of Brevard County, Martin, David, Martin.David@Brevardschools.org	Droor & Associates, Inc.	Prim
1354	Splash Pad	07/13/17	513,095.00	City of Titusville	CPH	Prim

1360	Maritime Center	09/30/17	1,755,736.00	Canaveral Port Authority	Meld Studio Architecture PLLC	Prime
1364	Central Middle Clinic	07/14/17	173,357.00	School Board of Brevard County	RZK Architects	Prime
1365	Jackson Middle Clinic	07/14/17	226,193.00	School Board of Brevard County	RZK Architects	Prime
1366	Tavares VA Clinic CO#2	06/30/17	134,520.25	Contract & Purchasing Solution	Robbins Design Studio PA	Prime
1369	Triple N Ranch Shooting Range	08/31/17	586,000.00	Florida Fish and Wildlife Cons	C Vargas & Assoc.	Prime
1372	USSSA Stadium	09/25/17	977,593.00	United States Specialty Sports	USSSA	Prime
1377	DeLaura Phase IV	10/05/18	1,857,000.00	School Board of Brevard County	DDC Engineering, Inc.	Prime
1379	West Shore Serving Line	12/30/17	478,977.00	School Board of Brevard County	DDC Engineering, Inc.	Prime
1380	Install Site Prep for Steriliz	08/28/17	432,863.00	Contract & Purchasing Solution	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1381	Portable Relocations 2017	09/30/17	700,209.00	School Board of Brevard County	Architects RZK, Inc.	Prime
1386	W. Melbourne Const	10/24/18	1,108,212.00	School Board of Brevard County	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1387	Gardendale Elementary	09/30/17	431,625.90	School Board of Brevard County	Architects RZK, Inc.	Prime
1389	Melbourne Airport Fuel Facility	06/30/18	945,830.00	Melbourne Airport Authority	Airport Engineering Co. Inc.	Prime
1390	Refurbish TSF Mechanical Bldg	09/30/17	232,389.00	Grundy Government Services	US Army Corps of Engineers	Prime
1392	Columbia Elementary Freezer	09/30/17	87,366.00	School Board of Brevard County	RZK Architects	Prime
1394	Freedom 7 Elementary Freezer	10/16/17	46,879.00	School Board of Brevard County	RZK Architects	Prime
1395	Palm Bay Elementary Freezer	09/30/17	61,682.00	School Board of Brevard County	RZK Architects	Prime
1396	Johnson Middle Freezer	10/16/17	67,325.00	School Board of Brevard County	RZK Architects	Prime
1398	DeLaura Parking Lot	10/19/17	83,899.00	School Board of Brevard County	RZK Architects	Prime
1401	Fire Station 29	09/30/17	77,329.00	Brevard County Facilities Dept	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1407	Paradise Beach Park	09/30/17	58,576.00	City of Melbourne	N/A	Prime
1408	Mims Library	09/24/18	1,716,101.00	Brevard County Facilities Dept	RZK Architects	Prime
1410	Corrosion Control Pad B	07/25/18	147,742.00	URS Federal Technical Services	URS	Prime
1413	Engineering Restroom Upgrades	05/03/18	217,941.00	University of Central Florida	N/A	Prime
1417	Replace Roofs J/K Compound	02/20/18	304,861.73	Grundy Government Services	US Army Corps of Engineers	Prime

1418	SCAT Bus Stop Upgrades	07/26/18	369,782.71	Brevard County Facilities Dept	Honeycutt & Associates, Inc.	Prime
1419	URS Light Pole Repair	01/31/18	224,468.00	URS Federal Technical Services	URS	Prime
1420	Satellite HS Bldg 20 HVAC	12/25/17	100,466.92	School Board of Brevard County	DDC Engineering, Inc.	Prime
1421	CREOL Repairs to AHU 5 and 6	02/12/18	132,046.00	University of Central Florida	N/A	Prime
1425	Stainless Steel/Power Generator	10/17/18	80,876.00	Contract & Purchasing Solution	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1426	Jetty Park Rails & Lightning	08/30/18	191,722.10	Canaveral Port Authority	N/A	Prime
1427	Emergency Response CPA	07/05/18	500,000.00	Canaveral Port Authority	N/A	Prime
1429	Mila Sidewalks	12/25/17	27,892.81	School Board of Brevard County	N/A	Prime
1434	Lockmar Elementary AHU-6 Replacement	02/01/18	80,519.00	School Board of Brevard County	DDC Engineering, Inc.	Prime
1436	CDF Parking Improvements	09/27/18	602,749.00	Brevard County Facilities Dept	CDM Smith	Prime
1439	Coquina ES Bldg 3 Floor Replacement	01/16/18	72,000.00	School Board of Brevard County	N/A	Prime
1442	UCF Reflecting Pond	09/25/18	1,800,000.00	University of Central Florida	SWC Engineering	Prime
1443	FIT Denius Student Center	10/31/19	3,244,242.00	Florida Institute of Techology	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1444	Satellite HS Sinkhole	11/30/17	41,018.82	School Board of Brevard County	N/A	Prime
1447	South Pine Grove Portable Relocation	06/25/18	85,727.48	School Board of Brevard County	Architects RZK, Inc.	Prime
1448	Ralph Williams Elem	05/25/18	1,413,152.00	School Board of Brevard County	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1449	Mila Elementary	11/03/18	1,534,206.00	School Board of Brevard County	DDC Engineering, Inc.	Prime
1450	Cape View Control Valve Installation	05/21/18	86,358.00	School Board of Brevard County	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1458	Oak Park Duct Heaters	01/15/19	154,888.00	School Board of Brevard County	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1462	Merritt Island Srvc Ctr Restroom Renovations	08/15/18	49,110.00	Brevard County Facilities Dept	N/A	Prime
1464	Floor Tile Abatement	08/15/18	52,470.00	URS Federal Technical Services	URS	Prime
1465	Harbor City ES ADA Restroom	11/13/18	240,162.00	School Board of Brevard County	Tsark Architect LLC	Prime
1466	Space Cost HVAC Lab	09/20/18	138,760.00	School Board of Brevard County	GRAEF USA, Inc.	Prime
1469	Sabal ES Heater Installation	03/15/19	114,376.00	School Board of Brevard County	DDC Engineering, Inc.	Prime
1470	Palm Bay High School Courtyard Renovations	03/19/19	560,683.00	School Board of Brevard County	Architects RZK, Inc.	Prime

1471	Riviera Basketball Court	08/25/18	32,135.00	School Board of Brevard County	N/A	Prime
1475	Palm Bay HS Elevated Deck	01/08/19	188,336.00	School Board of Brevard County	BRPH & Associates	Prime
1476	West Shore Phase I	10/30/19	1,999,629.00	School Board of Brevard County	Architects RZK, Inc.	Prime
1477	Fire Station #23	05/17/18	24,341.00	Brevard County Facilities Dept	N/A	Prime
1478	CDF Tipping Fl Rehabilitation	09/24/18	415,213.00	Brevard County Facilities Dept	Neel-Schaffer, Inc.	Prime
1479	Repair Interior/Roof Hangar J	12/07/18	431,662.75	Grundy Government Services	US Army of Corps of Engineers	Prime
1480	All Hazards Emergency Cache	10/23/18	62,237.50	Contract & Purchasing Solution	N/A	Prime
1483	Radiographic System	11/13/18	185,733.00	Contract & Purchasing Solution	Steve Snow Archecture	Prime
1484	West Shore Phase II	09/30/19	1,518,350.00	School Board of Brevard County	Architects RZK, Inc.	Prime
1490	Plant Operations Parking	02/14/19	360,418.00	School Board of Brevard County	MBV Engineering	Prime
1491	Correct Access and Storm Water Deficiencies	03/14/19	789,966.40	Contract & Purchasing Solution	N/A	Prime
1492	UCF Strobic Fans	10/01/18	68,910.00	University of Central Florida	N/A	Prime
1493	Hwy 520 Fuel Storage Tank	01/31/19	556,904.00	School Board of Brevard County	N/A	Prime
1497	Gibson Community Ctr Bldg J	11/14/18	67,514.56	Brevard County Facilities Dept	Meld Studio Architecture PLLC	Prime
1498	Improve Mechanical Infrastructure	10/29/19	120,168.70	Contract & Purchasing Solution	DDC Engineering, Inc.	Prime
1500	Williams Emergency Repairs	10/29/19	43,858.56	School Board of Brevard County	N/A	Prime
1502	VA Improve Architectural Features Design	10/03/19	832,239.69	Contract & Purchasing Solution	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1503	VA Correct Water/Sidewalk Access Deficiencies	10/23/19	114,084.65	Contract & Purchasing Solution	Morgan & Assoc Engineer Consulting, Inc.	Prime
1504	Capeview Domestic Waterline	01/05/19	49,991.00	School Board of Brevard County	N/A	Prime
1505	Evans Hall 3rd & 4th Floor Renovations	01/08/19	538,978.00	Florida Institute of Techology	N/A	Prime
1507	Endeavour Facility Renewal	08/31/19	1,610,045.00	School Board of Brevard County	OCI Engineering	Prime
1508	Harbor City Facility Renewal	08/31/19	992,862.00	School Board of Brevard County	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prime
1509	University Park Facility Renewal	09/30/19	1,349,110.00	School Board of Brevard County	RZK Architects	Prime
1513	Parrish Park Dock Replacement	11/16/18	462,708.00	Brevard County Parks & Recreat	Morgan & Assoc Engineer Consulting, Inc.	Prime
1516	Port St. John Boat Ramp	04/30/19	701,402.00	Brevard County Parks & Recreat	Morgan & Assoc Engineer Consulting, Inc.	Prime

1519	Carillon ES Chiller Replacement	01/22/19	682,354.00	Seminole County Public Schools	SGM Engineers	Prim
1521	Quest Elementary	10/31/19	778,181.00	School Board of Brevard County	TLC Engineering, Krueger, Gary, gary.krueger@tlc-eng.com;	Prim
1522	Mims Chlorine Storage Shed	05/31/19	60,478.00	Brevard County Facilities Dept	N/A	Prim
1524	MLK Library Restroom Remodel	06/29/19	81,728.26	Brevard County Facilities Dept	Meld Studio Architecture PLLC	Prim
1525	Chain of Lake Drainage	06/05/19	229,809.00	Brevard County Parks & Recreat	BRPH & Associates	Prim
1526	Carillon Elementary School Repair/Replace Windows	03/24/19	160,167.00	Seminole County Public Schools	SGM Engineers	Prim
1527	Palm Bay Library Restroom Upgrades	04/11/19	121,142.00	Brevard County Facilities Dept	Meld Studio Architecture PLLC	Prim
1529	Jefferson Middle School Kitchen Renovation	09/30/19	596,448.00	School Board of Brevard County	RZK Architects	Prim
1530	POM Fuel Tank Replacement	11/20/19	396,551.00	School Board of Brevard County	Stillwater Technologies	Prim
1535	Lake Mary HS Grandstand Repairs	06/21/19	78,472.00	Seminole County Public Schools	CPH	Prim
1536	Creel ES Freezer Replacement	11/20/19	64,157.00	School Board of Brevard County	RZK Architects	Prim
1537	Discovery ES Freezer Replacement	11/21/19	66,268.00	School Board of Brevard County	RZK Architects	Prim
1538	Harbor City ES Freezer Replacement	11/22/19	55,677.00	School Board of Brevard County	RZK Architects	Prim
1539	Hoover MS Freezer Replacement	11/23/19	62,060.00	School Board of Brevard County	RZK Architects	Prim
1540	Melbourne HS Freezer Replacement	11/24/19	64,894.00	School Board of Brevard County	RZK Architects	Prim
1543	Quest Portable Relocation	10/31/19	209,423.00	School Board of Brevard County	RZK Architects	Prim
1544	FIT Evans Library Bathrooms	08/13/19	248,000.00	Florida Institute of Techology	Tsark Architect LLC	Prim
1548	Southwest MS Canopy Repair	10/30/19	589,218.20	School Board of Brevard County	MK Structural Engineering, Inc.	Prim
1551	CDF Storage Facility	11/08/19	420,366.00	Brevard County Facilities Dept	Neel-Schaffer, Inc.	Prim
1552	Veterans Memorial Dock Replacement	11/05/19	94,720.57	Brevard County Parks & Recreat	Morgan & Assoc Engineer Consulting, Inc.	Prim
1553	Lake Mary HS Visitor Bleachers	In Progress	91,600.00	Seminole County Public Schools	N/A	Prim
1554	Sabal Soffit Repair	In Progress	85,402.00	School Board of Brevard County	Tsark Architect LLC	Prim
1561	Tom Statham Park Dock Replacement	In Progress	493,847.00	Brevard County Parks & Recreat	Morgan & Assoc Engineer Consulting, Inc.	Prim
1563	Modify Ranges 1 & 2	In Progress	147,866.00	PAE SGT Partners LLC	PAE SGT Partners LLC	Prim
1565	SBBC Fuel Tank Modification	In Progress	112,564.00	School Board of Brevard County	N/A	Prim

i. Has business ever defaulted on a contract? Yes ☐ No ☒
If yes, please specify cause:

j. List major equipment as it pertains to performing on this contract:
(Specify if equipment is owned, leased, subleased or third-party provided.)

Backhoe – owned Bobcats / Skid steers - owned excavator - owned

k. Provide an example of construction work similar in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

SEE ATTACHED PAST PERFORMANCE INFORMATION SHEETS.

Canaveral Construction Co., Inc.

PAST PERFORMANCE INFORMATION
CANAVERAL CONSTRUCTION CO., INC.

RECENT RELEVANT PROJECT INFORMATION CCCI JOB 1442

1. **CONTRACT NUMBER:** 36772
2. **TOTAL DOLLAR VALUE:** **Original** $498,838.00 **Final** $1,834,559.46
3. **CONTRACTING AGENCY:** University of Central Florida
4. **TITLE OF CONTRACT** UCF Reflecting Pond
5. **OWNER REPRESENTATIVE** *(Name, address, phone number)*
   Christopher Harris, (407) 823-3438, Christopher.Harris2@ucf.edu
   University of Central Florida – Facilities Planning, Project Manager
   3528 North Perseus Loop, Building 16
   Orlando, FL 32816
6. **DESCRIPTION OF PROGRAM/PROJECT:**

   Replacement of pond slab, and fountain with upgrades to filtration, and chemical treatment. As well as, landscaping, new hardscape and architectural features.

7. **ARCHITECT/ENGINEER** *(Name, address, phone number)*

   Gary A. Wilkerson, (407) 380-0400, gaw@swceng.com
   Sims Wilkerson Cartier Engineering, Inc.
   3501 Quadrangle Blvd., Suite 100
   Orlando, FL 32817

8. **PERIOD OF PERFORMANCE:** January 8, 2018 **End** May 31, 2018
9. **TYPE OF CONTRACT** CM at Risk Design Build
10. **Technical Performance Details**:

Diffuculties with this project included Joint Occupancy with students and faculty, protection of adjacent facilities and schedule which required completion within 4 months for graduation activities. These challenges were met with selection of the properly vetted subcontractors, owner cooperation and additional hours as needed due to design development during the actual construction activities.

RELEVANCE OF PERFORMANCE TO THIS PROJECT:

- CM at Risk
- Joint Occupancy
- Community Gathering Center



Canaveral
CONSTRUCTION CO., INC.

PAST PERFORMANCE INFORMATION
CANAVERAL CONSTRUCTION CO., INC.

RECENT RELEVANT PROJECT INFORMATION **CCCI JOB 1443**

1. **CONTRACT NUMBER:** 0055056
2. **TOTAL DOLLAR VALUE:** **Original** $3,244,242.00 **Final** $3,190,894.00
3. **CONTRACTING AGENCY:** Florida Institute of Technology Facilities Operations
4. **TITLE OF CONTRACT** FIT Denius Student Union HVAC Replacement
5. **OWNER REPRESENTATIVE** *(Name, address, phone number)*
   Rob Ghiotto, (321) 674-8038, rghiotto@fit.edu
   Florida Institute of Technology, Director Facility Maintenance, Project Manager
   150 West University Blvd.
   Melbourne, FL 32901
6. **DESCRIPTION OF PROGRAM/PROJECT:**

Replacement of Air Handler Units and Air-side Distribution System: The scope of work includes but is not limited to: Protection of all items called out as remaining and/or not specifically called out to be removed, removal of existing HVAC system, furnishing and installing new mechanical systems throughout, including chilled water air handlers, VAV ducted air distribution systems, controls, insulation, and associated electrical work, including fire alarm and temporary lighting. Removal of existing ceiling and integrated devices is included as well as installation of new suspended acoustical ceilings and reinstallation of light fixtures and other above ceiling appurtenances. This Contract is a Lump Sum contract for all work.

Replacement of Cast Iron Sanitary Waste and Vent Piping: The scope of work includes but is not limited to: Protection of all items called out as remaining and/or not specifically called out to be removed, saw-cutting and demolition of concrete flooring and floor coverings, dust and debris control, removal of existing cast iron piping system, furnishing and installing of new PVC waste and vent piping systems throughout. Replacement of all concrete, floor finishes, wall board and other removed or relocated appurtenances.

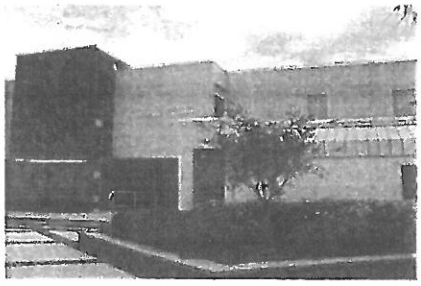
7. **ARCHITECT/ENGINEER** *(Name, address, phone number)*
   Jim Mullen, (321) 636-0274, jim.mullen@tlc-eng.com
   874 Dixon Blvd.
   Cocoa, FL 32922

8. **PERIOD OF PERFORMANCE:** April 30, 2018 **End** August 5, 2018
9. **TYPE OF CONTRACT** Firm Fixed Price
10. **Technical Performance Details:**

This project was performed in complete conformance to the specified requirements. All project schedules and milestones were met.

RELEVANCE OF PERFORMANCE TO THIS PROJECT:

- CM at Risk
- Joint Occupancy



Canaveral
CONSTRUCTION CO., INC.

PAST PERFORMANCE INFORMATION
CANAVERAL CONSTRUCTION CO., INC.

RECENT RELEVANT PROJECT INFORMATION **CCCI JOB** 1408

1. **CONTRACT NUMBER:** 4500097147

2. **TOTAL DOLLAR VALUE:** **Original** $1,716,101.00 **Final** $1,403,373.86

3. **CONTRACTING AGENCY:** Brevard County Facilities Department

4. **TITLE OF CONTRACT** Mims/Scottsmoor Public Library Replacement

5. **OWNER REPRESENTATIVE** *(Name, address, phone number)*
Doug Haymond, (321) 633-2050, Douglas.Haymond@brevardfl.gov
Brevard County Facilities Dept., Construction Coordinator
2725 Jusdge Fran Jamieson Way, Suite A207
Viera, FL 32940

6. **DESCRIPTION OF PROGRAM/PROJECT:**

Demo of existing library.
Ground-up general construction of 8,200 s.f. Public Library including concrete, masonry, wood trusses, carpentry, standing seam roof, doors, storefronts, windows, wall & floor finishes, HVAC, plumbing and electrical.
Complete exterior site package to include electric, water, sewer, hardscape, landscape and paving.

7. **ARCHITECT/ENGINEER** *(Name, address, phone number)*

Chris Rhoden, (321) 631-8039, chris.rhoden@architectsrzk.com
Architects RZK, Inc.
600 Florida Ave, Ste 202
Cocoa, FL 32922

Mike Allen, (321) 783-7443, mallen@alleneng.net
Allen Engineering Inc.
106 Dixie Lane
Cocoa Beach, FL 32932-1321

8. **PERIOD OF PERFORMANCE:** January 2, 2018 **End** July 23, 2018

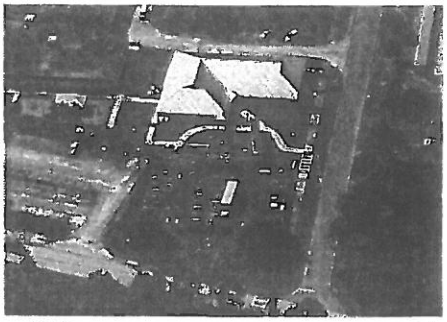
9. **TYPE OF CONTRACT** CM at Risk

10. **Technical Performance Details**:

This project was performed in complete conformance to the specified requirements. All project schedules and milestones were met.

RELEVANCE OF PERFORMANCE TO THIS PROJECT:

- CM at Risk Delivery
- Community Center
- New Construction



Canaveral
CONSTRUCTION CO., INC.

PAST PERFORMANCE INFORMATION
CANAVERAL CONSTRUCTION CO., INC.

RECENT RELEVANT PROJECT INFORMATION **CCCI JOB** 1360

1. **CONTRACT NUMBER:** Change Order #2 – P17579
2. **TOTAL DOLLAR VALUE:** **Original** $1,755,736.00 **Final** $1,403,822.00
3. **CONTRACTING AGENCY:** Canaveral Port Authority
4. **TITLE OF CONTRACT** Maritime Purchasing Center
5. **OWNER REPRESENTATIVE** *(Name, address, phone number)*

   Patrick Hammond, (321) 394-3419, phammond@portcanaveral.com
   Canaveral Port Authority, Project Engineer
   445 Challenger Rd
   Cape Canaveral, FL 32920

6. **DESCRIPTION OF PROGRAM/PROJECT:**

   Interior build out to create supply, storage, and shop spaces.

7. **ARCHITECT/ENGINEER** *(Name, address, phone number)*

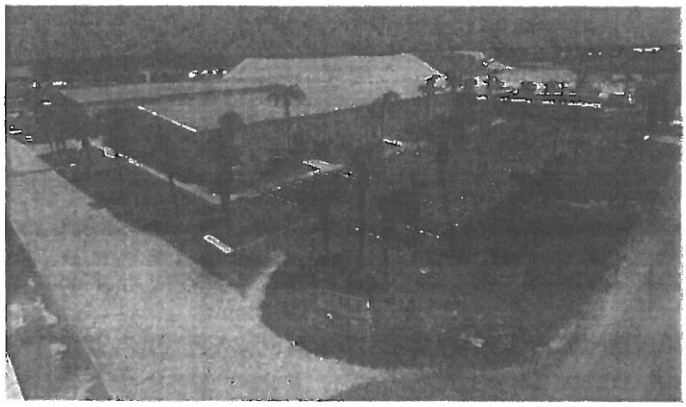
   Lois Torvik, (321) 428-3869, lois@meldarch.com
   Meld Studio Architecture, LLC
   1542 Guava Avenue
   Melbourne, FL 32935

8. **PERIOD OF PERFORMANCE:** **Start:** May 12, 2016 **End:** July 6, 2017
9. **TYPE OF CONTRACT** Firm Fixed Price
10. **Technical Performance Details**:

    This project was performed in complete conformance to the specified requirements. All project schedules and milestones were met.

RELEVANCE OF PERFORMANCE TO THIS PROJECT:

- Design Build
- Teamed with Meld Studio Architecture
- Similar Size



Canaveral
CONSTRUCTION CO., INC.

PAST PERFORMANCE INFORMATION
CANAVERAL CONSTRUCTION CO., INC.

RECENT RELEVANT PROJECT INFORMATION — **CCCI JOB #1354**

1. **CONTRACT NUMBER:** CN16QP040
2. **TOTAL DOLLAR VALUE:** **Original** $ 513,095.00 **Final** $ 513,095.00
3. **CONTRACTING AGENCY:** City of Titusville
4. **TITLE OF CONTRACT:** Design & Build Splash Pad
5. **OWNER REPRESENTATIVE:**

   Jesus Vieiro, (321) 567-3733, jesus.vieiro@brevardcounty.us
   City of Titusville, Purchasing & Contracting Administrator
   555 S. Washington Ave.
   Titusville, FL 32796

6. **DESCRIPTION OF PROGRAM/PROJECT:**

   The project included development of design options, final design and construction of a 6700 SF pad with 2000 SF of play surface. Splash Pad includes various water features selected by the Owner. The Splash Pad includes a water circulation system for Water Quality Control, including water tank with the ability to replenish the tank with the City's potable water system.

7. **ARCHITECT/ENGINEER:**

   Jeremy Morton, (407) 322-6841, jmorton@cphcorp.com
   CPH Corp.
   500 W Fulton St.
   Sanford, FL 32771

8. **PERIOD OF PERFORMANCE:** **Start:** October 31, 2016 **End:** June 9, 2017
9. **TYPE OF CONTRACT:** Firm Fixed Price

RELEVANCE OF PERFORMANCE TO THIS PROJECT:



l. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience
DAVID NASH	SR P.M /	PRESIDENT	G.C./STEEL	40
MIKE HARKOM	P.M. /	V.P. OPERATIONS	G.C./CONCRETE	35
ALLAN NASH		SUPERINTENDENT	G.C.	35

m. Credit available: $ 500,000.-

n. Give bank reference: Wells Fargo - Damita Maido - Titusville

o. Is business able to provide a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☒ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

	Canaveral Construction Co, Inc.	321-269-4011 321-269-5905
(Authorized Signature)	Name of Business	Phone & Fax Number
Michael R. Harkom V.P.	3475 N. US1	Mims, Fla 32754
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 5th day of DECEMBER, 2019, by MICHAEL HARKOM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: CHRISTINA LEER

My Commission expires:

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/08/2023

11.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Accent Electric	1.
Address: 175 Barton Blvd.	2.
City: Rockledge	
State: FL zip: 32955	
Phone: 321-632-6067 Primary POC: Tony Lieb Alternate POC: Email: Tony@accentelectric.net	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Deep Roots Landscaping Contractors	1.
Address: 4425 Crokked Mile Rd.	2.
City: Merritt Island	
State: FL zip: 32952	
Phone: 321-536-1217 Primary POC: Matt Hall Alternate POC: Email: Matt@deeprootscontracting.com	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Franklin Excavating	1.
Address:6240 N. US Hwy 1	2.
City: Melbourne	
State: FL zip: 32922	
Phone: 321-259-3205 Primary POC: Pete Alternate POC: Email: pcharamut@fraklinexcavating.com	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Leo's Concrete Specialties, Inc.	1.
Address: 521 Thor Ave.	2.
City: Palm Bay	
State: FL zip: 32909	
Phone: 321-951-7638 Primary POC: Stephen Badalamenti Alternate POC: Email: tonybleosconcrete@bellsouth.net	3.

11.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Wilco Construction	1.
Address: 10751 Orange Ave	2.
City: Ft. Pierce	
State: FL zip: 34945	
Phone: 772-216-9945 Primary POC: Alternate POC: Email: Wilcoinc@Bellsouth.Net	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Canaveral Construction Company, Inc.
Full name and address or legal title of contractor
3475 N US Highway 1, Mims, FL 32754 as Principal, and Westfield Insurance Company
Full name and address or legal title of Surety P.O. Box 5001, Westfield Center, OH 44251 of the City of COCOA
State of FLORIDA , a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of
Ten Percent of Amount Bid Dollars ($ 10%)
Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **Bid No. B-20-08-COC**, for the performance of:

The Riverfront Promenade Overlook

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 5th day of December , 2019 , the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Canaveral Construction Company, Inc.

(Principal) (Seal)

(Witness)

(Title) President

(Address)

Westfield Insurance Company

(Surety) (Seal)

(Witness)

(Title)

(Address) Bradford W Bush, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/05/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994372 02

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of **JACKSONVILLE** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- .

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **05th** day of **JANUARY** A.D., **2017** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **05th** day of **JANUARY** A.D., **2017** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of December A.D., 2019 .

Frank A Carrino Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

13. Non-Collusion Affidavit of Bidder

State of Florida

County of Brevard, being first duly sworn, deposes and says that:

He / She is Michael Harkom / V.P.O. of Canaveral Construction Co. Inc., the Bidder that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 5th day of DECEMBER, 2019, by MICHAEL HARKOM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: CHRISTINA LEER

My Commission expires:

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/08/2023

14. Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Conrad Construction Co, Inc.
(Company)

V.P. Operations
(Signature & Title)

Michael R. Harkcom

15. Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the Vice President of Canaveral Construction with a local office in Mims, Florida and principal office in Mims, Florida.
City and State City and State

The above-named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa

Cocoa Riverfront Park Promenade Improvements

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

[signature]	Canaveral Construction Co., Inc.	321-269-4011 321-269-5905
(Authorized Signature)	Name of Business	Phone & Fax Number
Michael R. Harkcom	3475 N. US 1	Mims, Fla. 32754
(Printed Name and Title) V.P. Operations	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 5th day of DECEMBER, 2019, by MICHAEL HARKCOM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

[signature]
Notary Public

Print Name: CHRISTINA LEER

My Commission expires:

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/06/2023

17. Corporate Principal Certificate

I, J. David Nash, certify that I am the President & secretary of the corporation named as Principal in the within Bid Bond; that J. David Nash who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature Pres

Signature Title

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was worn to and subscribed before me on this 5th day of DECEMBER, 2019, by DAVID NASH the PRESIDENT of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: CHRISTINA LEER

My Commission expires:

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/08/2023

19. Certificate of Liability Insurance

Insert business' current liability insurance certificate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2019

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
HUB International Florida
10739 Deerwood Park Blvd, #200
Jacksonville FL 32256-2873

CONTACT NAME: Jessica Silverman
PHONE (A/C, No, Ext): 904-446-3146 FAX (A/C, No): 904-396-7432
E-MAIL ADDRESS: Jessica.Silverman@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Company	20141
INSURER B : FCCI Insurance Company	10178
INSURER C : Illinois Union Insurance Company	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CANAV-1
Canaveral Construction Co, Inc.
P. O. Box 799
Mims FL 32754

COVERAGES **CERTIFICATE NUMBER:** 1785960853 **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	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y		GL100047533	6/8/2019	6/8/2020	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
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CA10000271304	6/8/2019	6/8/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB10001429303	6/8/2019	6/8/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**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		001WC19A55433	6/8/2019	6/8/2020	[X] WC STATU-TORY LIMITS [ ] 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 C	Professional Liability Pollution Liability	N	N	COOG71135822002 COOG71135822002	6/8/2019 6/8/2019	6/8/2020 6/8/2020	Professional Limit Pollution Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability - Claims Made / Retro Date: 05/17/2003 / Pollution Liability - Occurrence
City of Cocoa Beach is Additional Insured as respects General Liability as required by written contract with Named Insured.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Bradford W. Burke

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20. Affidavit Regarding Workmen's Compensation

(Authorized Signature)	Canaveral Construction Co, Inc Name of Business	321-269-4411 321-269-5905 Phone & Fax Number
Michael R Harkom (Printed Name and Title) V.P. Operations	3475 N. US 1 Business Mailing Address	Mims, Fla 32754 City, State, Zip

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

Notary Public, State of

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was worn to and subscribed before me on this 5th day of DECEMBER, 2019, by MICHAEL HARKOM the V.P. of CANAVERAL CONSTRUCTION, a _____ (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: CHRISTINA LEER

My Commission expires:

Notary Public State of Florida
Christina M Leer
My Commission GG 929763
Expires 11/08/2023

22. Section 1K – Florida Trench Safety Act

(Certification and Discharge Statement Mandatory)

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Item	Trench Safety Measure Description	Unit of Measure	Unit	Unit Cost	Extended Cost
A	Foundation Excavation	Slope/Shore	L.F.	600	5.—	3,000.—
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Caravetal Construction Co., Inc.

Name of Firm

Authorized Signature

Date: 12/3/19

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive.

Canaveral
CONSTRUCTION CO., INC.

December 6, 2019

City of Cocoa
Purchasing Division
65 Stone St. Cocoa Florida 32922

Attention: Heath Hancher

Reference: Cocoa Riverfront Promenade Improvements

Subject: Invitation to Bid/ Proposal # B-20-08-COC

Dear Heath,

It was a pleasure to meet you and your team and we again appreciate allowing us the time to discuss our Bid Proposal with you. As discussed, please find the **below 3 items of discussion** you mentioned and our explanation of these particular items:

1. **Instructions to Bidders Pg. 12-17**

    a. We included page 17 of the Instructions to Bidders which included my signature and title as requested.
    b. We did not include pages 12- 16 which were information only and required no signatures or entry. We based our decision to not include these sheets on the language in Paragraph 7.1.c which states to include: "each accompanying sheet thereof, on which he/she makes an entry.
    c. Lastly, we signed the Bidders Certification in Paragraph 6 which has us certify that: "I have carefully examined the Invitation to Bid, **Instructions to Bidders**, General and/or Special Conditions, Vendors Notes, Specifications, Proposed agreements and any other documents accompanying or made a part of this Invitation." This clearly states that we are fully knowledgeable on the terms of the bid.

2. **Form of Agreement Pg. 41-60**

    a. The Form of Agreement is the contract to which the apparent and successful bidder will ultimately sign. It was used in our processes and given to our bonding company for review. We did not include this for several reasons:
        i. We would not know the date of the contract as required to be filled in on the first paragraph.
        ii. We do not know the contract value required in paragraph 16.3 based upon:
            1. Alternates to be decided by the City of Cocoa
            2. The language on page 25, paragraph 7.3 which states: "the City may choose to award on a per group or per item basis."
    b. Lastly, we signed the Bidders Certification in Paragraph 6 which has us certify that: "I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendors Notes, Specifications, **Proposed Agreements** and any other documents accompanying or made a part of this Invitation." This clearly states that we are fully knowledgeable and acceptable to the terms of the agreement.

3. **Performance and Payment Bonds- Paragraph 18**

    a. Page 46, paragraph 16.7 states that the contractor shall furnish concurrently with the execution of the contract. The contract is not executed at the time of proposal and therefore we were not able to submit.

Canaveral
CONSTRUCTION CO., INC.

b. Paragraph 18 of the ITB for the Payment and performance Bond requires a contract date for execution of the bond. This information is not available to us at the time of the bid.
c. Paragraph 18 of the ITB for the Payment and performance Bond requires a contract amount for execution of the bond. This information is not available to us at the time of the bid due to the reasons listed above in paragraph 2.a.ii.We submitted a Bid Bond per Paragraph 12 which guarantees our ability to provide the bonds after entering into a contract with you.

As we mentioned in today's meeting, we have been doing this a long time and believe our explanations above are reasonable and understandable. Anomalies and ambiguity can be found in several places throughout the ITB. We ultimately believe that these issues as described today and during the Bid Opening do not materially affect the legitimacy of our low and responsive bid. We and our subcontractors' have worked diligently in preparing this proposal and ensuring that our bid was fair, competitive and ultimately provides a significant value to the City of Cocoa.

We appreciate the opportunity to provide you with our thought process and explanation on why we believe our bid is complete and the best value. Thank you for your consideration and let us know if you have any further questions.

Sincerely,

J. David Nash
President

ORIGINAL

COCOA RIVERFRONT PARK PROMENADE IMPROVEMENTS PROJECT

BID# B-20-08-COC

December 5, 2019 at 3:00 PM

Presented By:

RUSH Marine, LLC
6285 RIVERFRONT CENTER BLVD.
TITUSVILLE, FL 32780
321-267-8100

TABLE OF CONTENTS

1. Invitation to Bidders

2. Instructions to Bidders
+ Tax Receipt for Local Vendor

3. Scrutinized Company Certification

4. Certification A and Certification B

5. Bidder's Certification

6. Bid Form & Schedule of Unit Pricing

7. Exceptions to Specifications

8. References

9. Statement of Bidders Qualifications
+ Past Project Sheets
+ Project Manager Resumes
+ Bank Reference

10. Listing of Subcontractors

11. Bid Bond

12. Non-Collusion Affidavit

13. Drug free workplace certification

14. Conflict of Interest Statement

15. Form of Agreement

16. Corporate Principle Statement

17. Performance and Payment Bond

18. Certificate of Insurance Liability

19. Affidavit Regarding Workman's Compensation

20. Certificate of Insurance for Workman's Compensation

21. Trench Safety Act Certification

22. No Bid Response to Invitation to Bid

1. Invitation to Bid

SUBMIT BID TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833	INVITATION TO BID Bidder Acknowledgement FORM NO. 00019		
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: November 1, 2019	BID TITLE: **Cocoa Riverfront Park Promenade Improvements**	BID NUMBER: B-20-08-COC
BID SUBMITTAL DATE AND TIME: **December 2, 2019 at 3:00 p.m.**	BID OPENING TIME AND LOCATION: 3:30 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	Bids Received After Submittal Date and Time Will Not Be Accepted.

PRE BID LOCATION: Purchasing 3rd Floor Conference Room at City Hall, 65 Stone Street, Cocoa, FL 32922	TIME 10 am	DATE: November 15, 2019

BIDDER NAME:
RUSH Marine, LLC

MAILING ADDRESS:
6285 Riverfront Center Blvd.

CITY-STATE-ZIP:
Titusville, FL 32780

EMAIL ADDRESS: Tlandry@rushinc.com	TELEPHONE NO: 321-267-8100 FAX NO: 321-267-9944

AUTHORIZED SIGNATURE (MANUAL): Anthony Landry	TITLE: President
TYPED/PRINTED NAME: Anthony Landry	DATE: 12/5/2019

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
□ Not enough bid response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bids to Municipalities □ Other: (please explain)	□ Received invitation by direct mail □ Viewed bid posting on Internet home page □ Read legal ad in newspaper ☒ Viewed through bid reporting service □ Other: (please explain)

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

2.1. Instructions to Bidders

2.1.1. Submission of Proposals

Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials, transportation, labor, equipment and performing all operations required for the completion of the work herein specified and instructed within the contract documents.

2.1.1. Delivery of Proposals

The clock located in the Cocoa City Hall lobby, at the reception desk, shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID # B-20-08-COC, Cocoa Riverfront Park Promenade Improvements** will be received until 3:00pm, **December 2, 2019** and addressed to **"Purchasing Manager, Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922".** Bids will be opened at 3:30 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bidders may obtain one (1) set of Bidding Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

A mandatory pre-bid conference is / is not required or scheduled on November 15, 2019 in the 3rd Floor conference room at Cocoa City Hall, 65 Stone St., Cocoa, Florida 32922, Brevard County, Florida.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

2.1.2. Submittal Requirements

Bidders shall submit their proposal in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive or CD furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in order).

Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

2.1.3. Questions, Discrepancies or Omissions

In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical or questions or questions about how to submit your bid, please contact Heath Hancher at (321) 433-8833 or email at hhancher@cocoafl.org.

2.1.4. Right to Reject

The City reserves the right to accept or reject any or all bids and may waive any informality in any proposal. Award of bid shall be made to the bidder that best serves the interest of the City of Cocoa, Florida.

2.1.5. Correction or Withdrawal of Bids

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

2.1.6. Americans with Disabilities Act

Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division at 65 Stone St., Cocoa, Florida 32922, office: (321) 433-8833, no later than seven (7) business days prior to the date on which the accommodation is required.

2.1.7. Florida Prompt Payment Act

As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a "Proper Invoice" by contractor, vendor or other invoicing party shall consist of at least all of the following:

a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
b. The amount due, applicable discount(s), and the terms thereof;
c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
d. The Purchase Order or Contract number as supplied by the City; and
e. An identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or

party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flown-down" requirements that those requirements have been complied with.

2.1.8. Period of Offer Validity

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.1.9. Alternatives / Substitutions or Clarification to Specifications

Any alternatives or substitutions are not permitted. Two (2) Bid Alternates are included on the Bid Form and the alternate work may be included in the awarded Contract at the sole discretion of the City. This section is also used to clarify anything that pertains to this Bid Package.

2.1.10. Bid Tabulation

Bidders can download copies of the Bid Tabulation Sheet from DemandStar by Onvia at www.DemandStar.com under the documents section of the detail's menu for this bid.

2.1.11. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

2.1.12. Termination for Default

a. The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
b. The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
c. Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

d. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2.1.13. Familiarity with the work

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

2.1.14. Cooperative Purchase

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract in accordance with FS 287-042 (16) 2019.

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

2.1.15. Evaluation of Bid Award

The City reserves the right to award the Agreement to the lowest most responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered delivery terms, and service reputation of the bidder in determining the most advantageous bid.

2.1.16. Agreement Alternations

No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by an authorized City official.

2.1.17. Quantities

The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The item quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

2.1.18. Terms

a. The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

b. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

c. All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

d. The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement. All City of Cocoa fees will be waived.

e. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

f. All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Polices.

2.1.19. Local Vendor Preference

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A five percent (5%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

2.1.20. Amend Proposal Bid

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

2.1.21. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, please contact the custodian of public records at main: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

2.1.22. Local Vendor Preference Affidavit

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed $1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

REQUESTS FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECEIPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

This program applies to Brevard County, Florida vendors / contractors only.

DO NOT COMPLETE THIS FORM IF YOU DO NOT QUALIFY FOR THIS PROGRAM

Copy of local business tax receipt submitted _X_ Yes ___No (must be attached to receive preference)

Name of Business RUSH Marine, LLC

BY: Anthony Landry

Signature Anthony Landry

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
177938

THE PERSON(S), OR ENTITY BELOW:
RUSH MARINE
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

BUSINESS PERIOD: **October 01, 2018 - September 30, 2019**
EXPIRES: **SEPTEMBER 30, 2019**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

LOCATION:
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

OWNED BY:
RUSH CONSTRUCTION INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300305	GENERAL CONTR.[CERTIFIED]



Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 001-18-00006146 08/21/2018 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

2019 - 2020

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
177937

THE PERSON(S), OR ENTITY BELOW:
RUSH MARINE LLC
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

BUSINESS PERIOD: **October 01, 2019 - September 30, 2020**
EXPIRES: **SEPTEMBER 30, 2020**

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LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

LOCATION:
6285 VECTORSPACE BLVD
TITUSVILLE, FL 32780

OWNED BY:
RUSH MARINE LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300305	GENERAL CONTR.[CERTIFIED]

LISA CULLEN, C.F.C. SEAL OF BREVARD COUNTY FLORIDA

Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 001-19-00069190 07/22/2019 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

3. Scrutinized Company Certification

3.1. Florida Statutes, Sections 287.135 and 215.473

This certification is required pursuant to Florida Statutes, Sections 287.135 and 215.473 As of July 1, 2018, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    I. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
    II. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) Anthony Landry

(Printed Name and Title) Anthony Landry, President

(Name of Vendor) RUSH Marine, LLC

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

This certification form must be completed and included within bid response. Failure to submit this form as instructed shall render bid submittal non-responsive.

4. Certification A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

4.1. Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

b. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant

f.

g. agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

h. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

k. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

5. Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5.1. Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Anthony Landry	Date: 12/05/2019
Signature of Authorized Certifying Official: Anthony Landry	Title: President

6. Bidders Certification

a. I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor" Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
b. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bids;
c. I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa;
d. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid;
e. I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Anthony Landry	RUSH Marine, LLC	Phone: 321-267-8100 Fax: 321-267-9944
(Authorized Signature)	Name of Business	Phone & Fax Number
Anthony Landry, President	6285 Riverfront Center Blvd.	Titusville, FL 32780
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

7. Checklist for Sealed Bid

7.1. Preparation of Bids

a. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
c. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
d. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
e. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
f. The official clock to be used for submitting any bid documents is located at the City Hall's lobby. Submittal time for this bid expires at **3:00 p.m**. on the date stated in these documents.

7.2. Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following Checklist:

Insert	Description
Yes ☒	Bid envelope prepared as specified
Yes ☒	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes ☒	Submitted in Duplicate as requested one (1) Original and (1) Copy
Yes ☒	Section 1.0 Invitation to Bidders (Form 0019)
Yes ☒	Section 2.1 Instructions to Bidders
Yes ☒	Section 3.0 Scrutinized Company Certification
Yes ☒	Section 4.0 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
Yes ☒	Section 5.0 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
Yes ☒	Section 6.0 Bidder's Certification
Yes ☒	Section 7.0 Bid Form/Schedule of Unit Pricing
Yes ☒	Section 8.0 Exceptions to Specifications
Yes ☒	Section 9.0 Business References
Yes ☒	Section 10.0 Statement of Bidders Qualifications

	Yes ☒	Section 11.0 Listing of Subcontractors
	Yes ☒	Section 12.0 Bid Bond
	Yes ☒	Section 13.0 Non-Collusion Affidavit
	Yes ☒	Section 14.0 Drug free workplace certification signed
	Yes ☒	Section 15.0 Conflict of Interest Statement
	Yes ☒	Section 16.0 Form of Agreement
	Yes ☒	Section 17.0 Corporate Principal Certificate
	Yes ☒	Section 18.0 Performance and Payment Bond
	Yes ☒	Section 19.0 Certificate of Liability
	Yes ☒	Section 27.0 No Bid Response to Invitation to Bid

Addendum 1, 2, 3, and 4 have been acknowledged.

8. Bid Acknowledgement Form

Proposal of RUSH Marine, LLC
(Name)
6285 Riverfront Center Blvd., Titusville, FL 32780
(Address)

To furnish all materials, service, equipment, and labor required, for **Cocoa Riverfront Park Promenade Improvements** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

= TOTAL BASE BID	$ 989,618.00

Nine Hundred Eighty-Nine Thousand, Six Hundred Eighteen Dollars
(Grand Total Written in words)

Bidder Agreement & Public Notary

The undersigned also agrees as follows:

The undersigned Bidder also agrees to commence the work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work should be substantially complete in thirty (30) days with completion in thirty-five (35) days from notice to proceed.

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 027 General Conditions)

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 nine hundred and sixty-four dollars ($964.00) per calendar day.

Anthony Landry	RUSH Marine, LLC	Phone: 321-267-8100 Fax: 321-267-9944
(Authorized Signature)	Name of Business	Phone & Fax Number
Anthony Landry, President	6285 Riverfront Center Blvd.	Titusville, FL 32780
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis

Notary Public

Print Name: Laurie Solis

My Commission expires 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

BID FORM

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

See Specification Section 01200 for additional information on each bid item.

Item Number	Item Description	Unit	Quantity	Unit Price	Total Price
1*	Mobilization/Demobilization, Insurance, Bonds*	LS	1	□ 69,000	□ 69,000
2	Level "A" Subsurface Utility Investigations	LS	1	□ 20,000	□ 20,000
3	Erosion and Sediment Control	LS	1	□ 25,000	□ 25,000
4	Demolition	LS	1	□ 30,940	□ 30,940
5	Electrical and Lighting	LS	1	□200,000	□ 200,000
6	Reinforced Concrete Wall and Piers	LS	1	□300,000	□ 300,000
7	Reinforced Concrete Overlooks	LS	1	□172,000	□ 172,000
8	Construct Utilities	LS	1	□58,000	□ 58,000
9	Landscape curb	LS	1	□18,077	□ 18,077
10	Landscaping & Irrigation	LS	1	□45,762	□ 45,762
11	Lighted Sign	LS	1	□ 7,099	□ 7,099
12	Survey and AutoCAD Format Record Drawings Provided by the Contractor	LS	1	□ 16,740	□ 16,740
13	Allowance	LS	1	□ 27,000	□ 27,000
			Total Base Bid Amount		
14	Additive Bid Alternate 1 – Alternate Landscaping	LS	1	□ 5,940	□ 5,940
15	Deductive Bid Alternate 2 – Use of Precast Overlook Elements	LS	1	□	□

*NOTE: Bid Item Number 1 cannot be more than 7% of the Total Base Bid Price.

Addendum 1, 2, 3, and 4 have been acknowledged.

Failure to complete the above will result in the bid being declared non-responsive.

9. Exceptions, Deviations or Clarifications to Specifications

Print or in legible hand writing detailed information below:

N/A

10. Business References

Bidder shall submit as a part of the bid package, three (3) business references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	Canaveral Port Authority
Address	445 Challenger Road, Suite 301, Cape Canaveral, FL 32920
Telephone Number	321-783-7831
Contact Person	Patrick Hammond

Reference 2

Business Name	St. Johns County Board of County Commisioners
Address	2750 Industry Center Road, St. Augustine, FL 32084
Telephone Number	904-669-0787
Contact Person	Phyllis Thorpe

Reference 3

Business Name	Health First Cape Canaveral Hospital
Address	701 W. Cocoa Beach Causeway, Cocoa Beach, FL
Telephone Number	321-868-7688 Ext: 27688
Contact Person	Steven Cornwell

Optional Reference

Business Name	Howard W. Pence, Inc.
Address	342 East Dixie Ave, P.O. Box 2005, Elizabeth Town, KY 42702
Telephone Number	270-737-8723
Contact Person	Rick Everts

CANAVERAL
PORT AUTHORITY

April 9, 2019

RUSH Marine, LLC
6285 Riverfront Center Blvd.
Titusville, FL 32780

RE: RUSH Marine - Letter of Reference

To Whom It May Concern:

RUSH Marine, LLC. recently performed as Construction Manager on our Milliken's Reef Shoreline Repairs project. Due to RUSH Marine's attention to detail and proactive approach, the project was completed on time and under budget. RUSH Marine consistently worked for the best interest of the owner and exceeded our expectations.

The RUSH Marine team worked diligently to provide innovative solutions to a challenging shoreline erosion situation. The RUSH Marine team was able to collaborate effectively with the owner, engineer and various other stakeholders to ensure streamlined project execution. The project was successfully completed without any issues or concerns from any parties related to cost, schedule or quality of work.

We look forward to continuing to work with RUSH Marine on future projects here at Port Canaveral and I would recommend RUSH Marine to other owners/organizations as Construction Managers.

Sincerely,

Patrick Hammond, E.I.
Project Engineer/Project Manager

Port Canaveral & Foreign Trade Zone 136
445 Challenger Road, Suite 301, Cape Canaveral FL 32920
321.783.7831 www.portcanaveral.com

St. Johns County Board of County Commissioners

Public Works | Construction Services

April 4, 2019

RE: Rush Marine LLC Recommendation

To Whom It May Concern:

It is my pleasure to submit this letter of recommendation for Rush Marine LLC. I was recently the project manager for the replacement of two floating docks at the Vilano Boat Ramp, in St. Augustine, FL. The new docks were provided and installed by Rush Marine. My primary contact for Rush Marine was Tony Landry, the company president, who was most professional and pleasant to work with throughout the project. After contract execution, we had a fairly long lead time for materials, during which Mr. Landry was proactive in keeping me updated on the schedule, demonstrating his awareness of and attention to our need to be able to keep the public apprised of anticipated impact on their use of this very popular boat ramp. He provided an aggressive on site schedule to minimize his presence at the boat ramp, but at the same time arranged his work elements so that one floating dock was always functioning and open to the public. The demolition/installation was manned with most competent and courteous personnel. The site was maintained in a safe and tidy manner at all times. Rush Marine was quick to respond to and fair in pricing of a few change orders for additional work that the County requested during their time onsite, and they still managed to complete the job in less time than proposed.

I would not hesitate to recommend Rush Marine LLC for any size or type of marine project, as I hope to have the opportunity to work with them again in the future myself. Please do not hesitate to contact me, should you have any questions or need further information.

Thank you very much.

Phyllis Thorpe

Phyllis Thorpe
Project Manager
904-669-0787

2750 Industry Center Road, St. Augustine, FL 32084
P: 904.209.0190 | F: 904.209.0118
www.sjcfl.us

11. Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

a. Name of Bidder: RUSH Marine, LLC

b. Permanent main office address: 6285 Riverfront Center Blvd., Titusville, FL 32780

c. When organized (Month/Year): January 2018

d. If a corporation, where incorporate (State): N/A

e. How many years has business been engaged in the contracting business under your present firm or doing business as (DBA): 1 year and 12 months

f. Past Performance (List past contracts of similar value and work previously awarded) :

Contract Name	Contract No.	Customer	Value	Pop (Period of Performance)	Completion Date or On-Going
CPA Cruise Terminal 3 Marine Works	CN-18-012	Canaveral Port Authority	$38,600,000.00	14 Months	On-going
Shoreline Stabilization of Area 1, MCSF Blount Island	N69450-18-F-0719	Howard W. Pence, Inc.	$2,565,066.00	6 Months	May 2019
Health First Cape Canaveral Hospital Shoreline Repair	18-100	Health First, Inc.	$485,466.00	43 days	May 2019

g. General scope of services company provides:

Marine Construction, Marine Transportation Facilities, Beach & Shoreline Restoration, Concrete Structures, Deep Water Structures, Roads & Bridges, Bulkheads, Pile Driving Revetment & Erosion, Hard Armoring, Marinas, Sheet Piling, Commercial Diving

h. Has business ever failed to complete any work awarded? Yes ☐ No ☒
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☒
If yes, please specify cause:

j. List major equipment as it pertains to performing on this contract:
(Specify if equipment is owned, leased, subleased or third-party provided.)

- Leased equipment shall be utilized for the scope of services. - 85 TW crane will be used for demo of pavilions and installation of new concrete pavilion overlooks. - May utilize a barge depending on access from park.

k. Provide an example of construction work similar in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

All 3 project examples above include bulkhead scope similar to the Riverfront Park Promenade Improvements. *See attached*

l. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience
Anthony Landry	President	Project Coordinator	*See attached*	35 years
Dean Reed	Project Manager	Project Manager	*See attached*	16 years
Shane McCreery	Project Manager	Project Manager	*See attached*	23 years

m. Credit available: $ 600,000

n. Give bank reference: *See attached*

o. Is business able to provide a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☒ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Anthony Landry
(Authorized Signature)

Anthony Landry, President
(Printed Name and Title)

RUSH Marine, LLC
Name of Business

Phone: 321-267-8100
Fax: 321-267-9944
Phone & Fax Number

6285 Riverfront Center Blvd.,
Business Mailing Address

Titusville, FL 32780
City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis
Notary Public

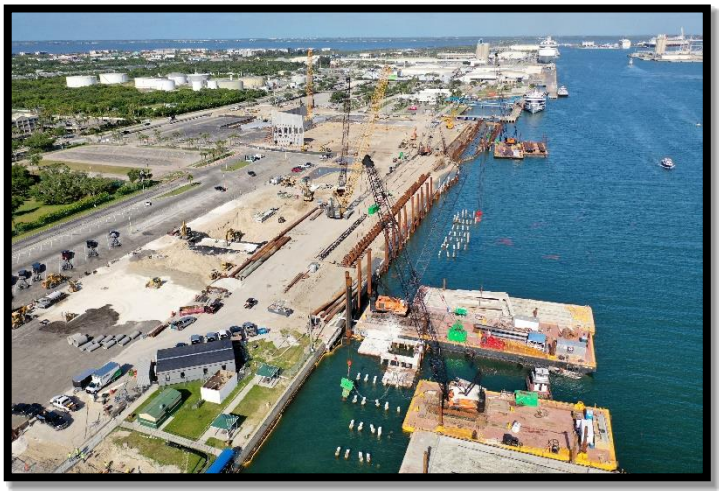
Print Name: Laurie Solis

My Commission expires: 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

Cruise Terminal 3 Marine Works
Port Canaveral, FL



Prime Contractor: RUSH Marine, LLC

Organization Name: Canaveral Port Authority

Date of completion: January 2020

Contract value at completion: Still on track to finish per original Contract Value

Square feet of area over water: 174,621

Number of slips: 1,440 LF of deep-water cruise ship berthing facility

% performed by RUSH Marine: 95%

Description of project: Demolish and dispose of approximately 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replace the existing structures with deep wall structures. This scope includes furnishing and installation of the steel sheet-pipe combination wall system, steel pipe/ A-frame tie back system, mono-piles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and misc. earthwork. Dredge approximately 60,000 CY of materials to be disposed at an offshore disposal site 5 miles off of the Brevard County Coastline. Grouted tie back anchors and mechanical works will be subcontracted. The major equipment utilized to self-perform this work was leased for the duration of the project.

Contact name: Patrick Hammond

Address: 445 Challenger Road
Cape Canaveral 32920

Contact phone number: 321-783-7831

Contact e-mail address: phammond@portcanaveral.com

Shoreline Stabilization of Area 1, MCSF Blount Island
Jacksonville, FL



Owner Representative:

Howard W. Pence Inc.

Duration: 6 Months

Size of Project: 2,000 LF of shoreline stabilization within a highly restricted and active Port and Military facility

Contract Value: $2,565,066.00

% performed by RUSH Marine: 95%

Work Self-Performed: RUSH Marine was awarded the Shoreline Stabilization of Area 1, MCSF Blount Island project in Jacksonville, FL.

The work included the installation of 536 LF of permanent steel sheet pile bulkhead with tiebacks, clearing and grubbing. An installation of 1,400 LF of temporary sheet piles to provide additional erosion control measures, over 1400 LF of slope excavation, and placement of geotextile fabric, bedding stone and rip rap, landscaping, fencing, and relocation of security cameras and poles.

Contact name: Rick Everts

Address: 342 East Dixie Ave Po Box 2005
Elizabethtown, KY 42702

Contact phone number: 270-737-8723

Contact e-mail address: rickeverts@hwpence.com

Health First Cape Canaveral Hospital Shoreline Repair Cocoa Beach, FL



Owner Representative: Health First, Inc

Duration: 43 days

Size of Project: 550 LF of steel sheet piles along the existing shoreline on the West side of the property

Contract Value: $485,466.00

% performed by RUSH Marine: 98%

Work Self-Performed: RUSH Marine, LLC was awarded the Health First Cape Canaveral Hospital Shoreline Repair project in Cocoa Beach, FL. The Install was approximately 550 LF of steel sheet piles along the existing shoreline on the West side of the property. There was a removal of 1270 LF of 2"x10" timber cap from the existing timber bulkhead and a furnish and install of 1270 LF of new 2"x 10" timber cap on the existing bulkhead. Pressure grouting of 5 locations around the facility and along the existing timber bulkhead.

Contact name: Steven Cornwell

Address: 1350 S. Hickory St.
Melbourne, FL 32901

Contact phone number: 321-868-7688 Ext. 27688

Contact e-mail address: steven.cornwell@hf.com

Anthony "Tony" Landry

President of RUSH Marine, LLC









With over 31 years of construction experience in heavy civil, marine and transportation markets, Tony serves as President of the Marine Division for RUSH. He is responsible for leading the business development and marketing efforts as well as all aspects of project management, field operations, safety, and quality control.

Tony has the ability to take a project from Design/Estimating, through all construction phases and to its final completion. His decades of experience allows him to be responsible for the coordination of all aspects of construction. He has extensive knowledge of construction and understands the relationship-based environment that exists related to marine, heavy civil and transportation markets which makes him an asset for any large or small project. Tony also works closely with Engineers, Owners, staff and subcontractors in scheduling, construction, safety, quality control, cost control and close-out.

Prior to joining RUSH Construction, Tony served as Project Manager, Senior Project Manager and for the last 10 years, Operations Manager covering the eastern seaboard for Orion Marine Construction, formally known as Misener Marine Construction. Projects included design build and design bid build projects such as deep wall berthing structures, Open Pile Piers, Bulkheads, Road and Bridges, and Marinas totaling over $500 million.

Tony is a native of Louisiana and moved to Florida in 1999 and has been a resident of Flagler County for 18 years. He is married to his wife of 29 years and has two daughters.

DEAN REED, PRO□□CT M□□□G□R

6285 Riverfront Center Boulevard, Titusville, FL 32870 | 407-325-9637 | dreed@rushinc.com

PREVIOUS WORK CLASS EXPERIENCE, SKILLS & ABILITIES

Bridge Painting
Cathodic Protection
Debris Remo□al
Drainage
□lectrical Wor□
Fencing
Fle□ible Pa□ing
Grading
Grassing □Seeding □ Sodding
Guardrail
Intelligent Transportation S□stems
Intermediate Bridges
Landscaping
Ma□or Bridge – Bridges of Con□ Constr. O□er water
Opening of 1000 Ft□
Ma□or Bridge – Concrete Segmental Construction
Minor Bridges
Pa□ement Mar□ing
R □ R Ma□or Bridge – Bridges of Con□entional Construction
Which are O□er Water Opening of 1,000 Ft□
R □ R Ma□or Bridge – Concrete Segmental Construction
R □ R Minor Bridges
Roadwa□ Signing
Sidewal□
Traffic Signal
Concrete Rehabilitation □Spall Repair□
Concrete Surface Sealer and Water Proofing
Concrete Traffic Separator
Curbs
Drill Shaft
Dri□ewa□s
Dri□ing Steel Sheet Pile
Foundation Drilling
Grout In□ection
Gunite
Gutters
Handrails
Lift Station
Milling
Pa□ement Diamond Grinding
Pile Dri□ing
Pile □ac□ets
Pressure Grout
Rehabilitation of Slope Pa□ement
Reinforced □arth Walls
Retaining Wall
Rip Rap
Rubble Rip Rap
Shotcrete
Spall Repairs
Traffic Separators
Tree Remo□al
□nderground □tilities □Water □ Sewer□
□nderground □tilities □□lectric□
□nderground □tilities □Gas□
□tilit□ Wor□

PROJECT ROLE

Project Manager

Highl□ dedicated pro□ect manager with e□tensi□e e□perience in successfull□ directing large scale, challenging pro□ects. □□uipped with powerful communication, coordinating and leadership s□ills. □dept at trac□ing and monitoring pro□ect schedules and budgets, updating and re□iewing financial status reports and ensuring deli□erable deadlines are met. □□cellent personal moti□ation with a pro□en abilit□ to build and wor□ collaborati□el□ in a strong team en□ironment.

CERTIFICATIONS / TECHNICAL SKILLS

Certified Florida Storm Water Inspector □d□anced Maintenance
Traffic Certification □□TSS□□FDOT □ualit□ Control Manager
FDOT □arthwor□ Construction Inspector Le□el □
□CI Concrete Field Testing Technician Grade 1 □S□C□ □ualit□ Control Manager Certification
Florida □otar□ Public
Strong Computer S□ills in □utoCad, P6, Microsoft Pro□ect, Microsoft Office, Spitfire, □ista
□□cellent □erbal and Written Communication S□ills
□□tensi□e □□perience in Planning, Budgeting, Cost Control, Contract □egotiation, and Scheduling

PROJECT CURRENTLY ASSIGNED TO
Carni□al Cruise Ship Terminal □ Marine Wor□s, Port Cana□eral, FL, □alue□□□□,600,000

EDUCATION
□ni□ersit□ of Florida – BS, Building Construction

CONSTRUCTION INDUSTRY EXPERTISE
Hea□□ Marine Construction
Hea□□ Highwa□ Construction
□arthwor□
Infrastructure Impro□ement Pro□ects
Bridge Rehabilitation Pro□ects
Strategic □ision □ Pro□ect Planning
Safet□
Cost □ccounting □ Reporting
Bidding, □stimating □ Proposals
Go□ernment Sector

NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION
16 □ears

EXPERIENCE IN CONSTRUCTION
RUSH Marine LLC
Carni□al Cruise Ship Terminal □ Marine Wor□s – Port Cana□eral, FL
Position□ Pro□ect Manager

Southland Holdings
Tom Staed Veteran’s Memorial Spandrel Bridge – Da□tona Beach, FL
Position□Senior Pro□ect □ngineer

Misener Marine Construction, Inc., Orion Marine Group
□uclear Power Training Facilit□□□a□□ Submarine Pier – Charleston, SC
Position□ Pro□ect Manager

Cana□eral Loc□s Guidewall Fender S□stem□□S□C□ – Port Cana□eral, FL
Position□ Pro□ect Manager

SR 5□0 Indian Ri□er Cathodic Protection Bridge Repair – Melbourne, FL
Position□ Pro□ect Manager

SR □0□ Pineda Causewa□ Cathodic Protection Bridge Repair – Melbourne, FL
Position□ Pro□ect Manager

Ro□al Caribbean Cruise Ship Terminal 1 – Port Cana□eral, FL
Position□ Pro□ect Manager

Carni□al Cruise Ship Terminal 6 – Port Cana□eral, FL
Position□ Pro□ect Manager

Johnson Bros Corporation, National Civil Contractor
Caminada Ba□ Bridge – Grand Isle, L□
Position□ Pro□ect Manager

EXPERIENCE IN CONSTRUCTION (cont.)

Midwa□ Regional Storm Water Facilit□ SR□15 Surcharge – Sanford, FL
Position□ Pro□ect Manager

Baldwin Par□ Cit□ Pro□ect – Orlando, FL
Position□ Pro□ect Manager

□ohn Land □pop□a □□presswa□ Pro□ect □SR □1□□
Position□ Pro□ect Manager

Orlando □□presswa□ □uthorit□ – □pop□a, FL
Position□ Pro□ect Manager

Orange Count□ □tilit□ Relocation – Orlando, FL
Position□ Pro□ect Manager

□nits □, 9, 9□, 10 □ □□6 Connector Road at Baldwin Par□ – Orlando, FL
Position□ Pro□ect Manager

Saratoga Springs Resort Infrastructure – Walt Disne□ World – Orlando, FL
Position□ Pro□ect Manager

SHANE McCREERY, PRO□□CT M□□□G□R

6285 Riverfront Center Boulevard, Titusville, FL 32780 | (727) 518-5121 | smcreery@rushinc.com

PREVIOUS WORK CLASS EXPERIENCE, SKILLS & ABILITIES

Cathodic Protection
Fencing
Fle□ible Pa□ing
Grading
Grassing, Seeding and Sodding
Hot Plant□Mi□ed Bitum. Courses
Truss Construction
Minor Bridges
Pa□ement Mar□ing
Roadwa□ Signing
Sidewal□
Concrete Rehabilitation □Spall Repair□
Curbs
Dri□ing Steel Sheet Pile
Fender S□stems
Fiber Optic Cable Installation, Splicing □ Testing
Gunite
Milling
Pile Dri□ing
Pile □ac□ets
Retaining Wall
Rip Rap
Rubble Rip Rap
Shotcrete
Spall Repairs
Tiedbac□ Walls

PROJECT ROLE

Project Manager

Responsible for leading pro□ect team through the successful initiation, planning, design, e□ecution, monitoring, controlling and closure of pro□ects. □ccomplishing pro□ect goals through leadership, ris□ management, conflict resolution, cost management and wor□ing with □endors □ subcontractors. Wor□ing closel□ with all team members, clients, architects and engineers to complete pro□ects on time and a□oid issues.

QUALIFICATIONS

Shane has a progressi□e trac□ record of contribution and support for a □ariet□ of marine pro□ects. He has ser□ed as Pro□ect □ngineer, Pro□ect Manager, and □ualit□ Control Manager on pro□ects including Bridge Replacements, Seawall Replacements, □n□ironmental Mitigation, Fender S□stem Replacements, Wharf Pile Replacements, and □a□igation Mar□er Replacements. With o□er □□ □ears of e□tensi□e e□perience, he is well□□ersed in all engineering principles, marine applications and has a strong bac□ground in □□□□C management

PROJECTS PREVIOUSLY ASSIGNED TO

1.) **Health First CCH – Shoreline Stabilization. Cape Canaveral, FL - $485K**
Pro□ect Manager for a pro□ect to install 600 LF of steel sheet pile shore protection, the restoration of 1□70 LF of timber cap restoration, and urethane grout in□ection.

2.) **NAVFAC Shoreline Stabilization – Area 1, MCSF Blount Island, Jacksonville, FL – $2.5M**
Pro□ect Manager for a □□□F□C Pro□ect to e□ca□ated and install 1516 LF of Riprap and 550 LF of steel sheet pile shore protection.

EDUCATION / CERTIFICATIONS

Construction Quality Management for Contractors
Texas A&M University, B. S. Marine Engineering Technology

NUMBER OF YEARS EXPERIENCE IN CONSTRUCTION

□□ □ears

WORK EXPERIENCE

RUSH Marine, LLC 2018-present

NAVFAC Shoreline Stabilization – Area 1, MCSF Blount Island, Jacksonville, FL (10/2018 – Present) – $2.6M
Pro□ect Manager for a □□□F□C Pro□ect to e□ca□ated and install 1516 LF of Riprap and 550 LF of steel sheet pile shore protection.

Orion Marine Construction, Inc. 2002-2018

NAVFAC Wharf Bravo Recapitalization, NS Mayport FL (02/2017 – Present) - $27M
□ualit□ Control Manger for a □S □a□□ Pro□ect to construct □000 LF of bul□head, demolish □ replace e□isting utilit□ igloos and related utilities□sitewor□. Bul□head consists of sheetpile, anchors and concrete encapsulation cap.

NAVFAC Nuclear Power Training Facility Pier Removal/Replacement Charleston, SC (04/2015 – 2/2017) - $12.6M
Pro□ect Manager for the demolition and replacement of pier, dredging and installation of new sur□i□al Mooring S□stems.

FDOT SR 312 EB at Matanzas River Bridge (09/2013 – 04/2015) - $2.4M
Pro□ect Manager for repairs on SR □1□ Bridge 7□00□9 including the installation of a new titanium mesh impressed current cathodic protection s□stem on 1□ bridge piers, and the replacement of the e□isting impressed current s□stem on the submerged steel piling. Installation re□uired e□tensi□e repairs to steel reinforcement, continuit□ and concrete spalls□delaminations.

NAVFAC Naval Station - Wharf Charlie Improvements, Mayport, FL (2011-2013) - $25.8M
Contractor □ualit□ Control Manager for a □S □a□□ Design□Build Pro□ect to construct appro□imatel□ □00 LF of new steel sheet pile□□ing pile bul□head seaward of e□isting. □lso includes the remo□al and replacement of e□isting pa□ing, fender s□stem, utilities ser□ices which include high□mast lighting fi□tures, new concrete utilit□ igloos, piping, wiring □electric, potable water, sanitar□, oil□waste, fuel and steam□along with a new sacrificial anode cathodic protection s□stem for the steel sheet piles and underground utilit□ piping. In addition, pro□ect includes appro□imatel□ 6□□wide b□ 600□long second dec□ structure consisting of concrete slabs, beams and columns o□er deep pile foundations.

US Navy - Mayport Wharf Alpha Improvements, Jacksonville, FL (04/2009 – 12/2011) - $12M
Contractor □ualit□ Control Manager for a □S □a□□ Design□Build Pro□ect to construct 900 LF of bul□head, demolish e□isting electrical building, build new electrical building and related utilities□sitewor□. Bul□head consists of sheetpile, anchors and concrete encapsulation cap.

USACOE - 79th Street Ocean Outfall, Virginia Beach, VA (2007-2009) - $10.1M
Contractor Quality Control Manager for the installation of approximately 2300 LF of 48” CCP pipe for the Army Corps of □ngineers. Pro□ect included three the installation of a □00 Ton precast outfall bo□ appro□imatel□ 1□00 LF offshore. Specific responsibilities included the implementation of a three phase □ualit□ control program and pro□ect la□out.

SCS Hotels, Inc. - Vinoy Marina Rehabilitation, St. Petersburg, FL (2007) - $4.5M
Pro□ect □ngineer □ □ualit□ Control Manager for the remo□al of e□isting floating piers, and installation of new concrete fi□ed piers. Pro□ect included dredging and the monitoring of ad□acent seawalls for potential damage due to construction.

WORK EXPERIENCE- (Cont.)

Tampa Port Authority - Berth 3 Improvements, Tampa, FL (2006) - $2.3M
Pro□ect □ngineer □ □ualit□ Control Manager for the construction of □□0 LF of □□ □6 steel sheet pile bul□head with concrete fascia. Pro□ect re□uired the use of drilled roc□ anchors to facilitate the installation of tie□bac□s without disturbing the foundation of e□isting tan□ batteries.

Kinder Morgan Tampaplex - Export Dock Extension & Modification, Tampa, FL (2005-2006) - $5.7M
Pro□ect □ngineer □ □ualit□ Control Manager for the construction of a □□5 LF e□tension of the D□P loading Doc□. Construction consisted of the installation of □□5 LF crane rails o□er water, 6 monopile breasting dolphins and □9□ LF of steel sheet pile bul□head.

Kinder Morgan Tampaplex - Yara Dock Modifications, Tampa, FL (2005) - $390K
Pro□ect □ngineer □ □ualit□ Control Manager for the construction of a monopile breasting dolphin.

Kinder Morgan Tampaplex - Ammonia Dock & Seawall Extension, Tampa, FL (2005-2006) - $2.4M
Pro□ect □ngineer □ □ualit□ Control Manager for the construction of an ammonia doc□, 1□ pile breasting dolphins and □50 LF steel sheet pile bul□head.

Tampa Port Authority - Berth 213 Improvements, Tampa, FL (2004-2005) - $8.9M
Project Engineer & Quality Control Manager for the construction of the Tampa Port Authority's Berth 213 project consisting of the construction of appro□. 1□00 LF container berth.

USACOE - Offshore and Inshore Bird Islands, Jasper County, SC (2003 – 2004) - $8.8M
Contractor □ualit□ Control for the installation of a □ acre offshore bird island and two □ acre inshore bird islands for the Sa□annah District □rm□ Core of □ngineers. The pro□ect involved slurry transport of sand to fill 30' circumference geo□tubes which were later used to contain the island sand. It was the first time geo□tubes were used in a 9 foot tidal □one.

City of St. Petersburg - 79th Street South Bridge Replacement, St. Petersburg, FL (2003) - $1.2M
Pro□ect □ngineer and □ualit□ Control Manager for demolition and reconstruction of 90 foot Bridge for the City of St. Petersburg. Including the installation of 36" drill shafts, and the pouring of concrete deck and hand rail.

City of St. Petersburg - Coffee Pot Bayou and Vinoy/Straub Seawall Replacement, St. Petersburg, FL (2002) – $5.3M
Pro□ect □ngineer and □ualit□ Control Manager for the replacement of appro□imatel□ □600 wall feet of concrete encased steel sheet pile wall, □500 wall feet of concrete sheet pile wall for the Cit□ □pland restoration including impro□ements to storm water outfalls.

TXDOT Copano Bay Causeway Fender System, Rockport, TX (2001) – $974K
Pro□ect Manager and □ualit□ Control Manager for the replacement of the fender s□stem at the Copano Ba□ Causewa□ for Te□as DOT Pro□ect included the remo□al and installation of □, 5, 7 □ 1□ pile timber dolphins with HDP□ Pipe Slee□es along with appro□imatel□ 1□□□ LF of timber fendering. Repairs to the foundation of the causewa□ consisted of the installation of appro□imatel□ 900 LF of concrete filled fiberglass pile □ac□ets.

TXDOT Matagorda Swing Bridge Fender System, Matagorda, TX (2001) – $650K
Pro□ect Manager and □ualit□ Control Manager for the replacement of the fender s□stem on the Matagorda Swing Bridge for Te□as DOT. Pro□ect included the remo□al and installation of □, 5, 7, 19 □ □1 pile timber dolphins along with the associated timber fendering.

WORK EXPERIENCE- (Cont.)

Port of Brownsville Berth 12, 13 & 14 Fender Replacement, Brownsville, TX (2000 - 2001) - $621K
Pro□ect Manager and □ualit□ Control Manager for the replacement of timber fender with appro□imatel□ 1□0 □ach 1 meter □0.5 meter □□Buc□le T□pe Fenders for the Port of Brown□ille.

King Fabrication L.L.C. 1997-2000

EMR Facility in Ingleside, TX
Part time □ualit□ Control Technician responsible for the inspection□testing of aluminum and stainless steel fabrications.

Various Dock Project for the Port of Houston
Part time □ualit□ Control Technician responsible for the inspection□testing of carbon steel fabrication.

BMAC Construction Inc. 1991-1997

Various Oilfield Construction Projects
Responsible for pro□ect la□out and □ualit□ control including the following□Pro□ect la□out of piping header s□stem for □arious sub s□stems of gas processing facilities such as cooling towers, gas loading terminals, water flood stations, etc□Construction drawings such as isometric drawing for pipe fabrication. Included □ualit□ control of fabrication and welding□Pro□ect la□out for concrete foundations for pipe line compressor stations and gas loading terminals. □lso included the □ualit□ control of both form construction and concrete.

RUSH Marine, LLC.

A wholly-owned subsidiary of RUSH Construction, Inc.
FEIN: 59-2401736; Florida Corporation – Est.1984

CREDIT INFORMATION

RUSH Marine FEIN 82-4091915

BANKING INFORMATION

BB&T Bank
2460 S. Washington Ave.
Titusville, FL 32780
Ph: (321) 268-1750
Fx: (321) 264-7113
Amy Lyng
Alyng@BBandT.com
RUSH Marine Acct. #....17694

D & B NUMBER 11-684-1595

TRADE REFERENCES

Mobro Marine
P.O. Box 986
Green Cove Spr., FL 32043
Steve Cumella
(904) 284-9670 Ph
(904) 358-8706 Fax

Metals USA
P.O. Box 532533
Atlanta, GA 30353-2533
Bryan Johns
(251) 456-4531 Ph
(904) 766-0063 Fax

JD Fields & Company, Inc.
P.O. Box 134401
Houston, TX 77219-4401
Walter Van Zuthem
walter@jdfields.com
(281) 558-7199 Ph
(281) 870-9918 Fax

Brevard Rigging Supply
P.O. Box 236545
Cocoa, FL 32923
Missy Possinger
(321) 631-2838 Ph
(321) 631-6465 Fax

Geoquip, Inc.
1111 Cavalier Blvd.
Chesapeake, VA 23323
Pam Patterson
(757) 485-2500 Ph
(757) 485-5631 Fax

11.1. Listing of Subcontractors

The Bidder proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name: WLS Utilities, Inc. Address: 5175 N. Highway 1 City: Cocoa State: Florida zip: 32927 Phone: 321-403-4001 Primary POC: Tom Sandige Alternate POC: N/A Email: tom@wlsutilities.com	1. Cruise Terminal 3 Canaveral Port Authority 2. City of Cocoa 3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: Extreme Plastering & Stucco, Inc. Address: 630 Eyster Blvd. City: Rockledge State: Florida zip: 32955 Phone: 321-433-9950 Primary POC: Joe Lento Alternate POC: Sheila McAleney Email: joe@extremestucc.com	1. Cape Canaveral City Hall 2. Adelaide Guard House, Melbourne, FL 3. Trasona Cove, Melbourne, FL
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: SA Sign Access Incorporated Address: 7205 Waelti Drive City: Melbourne State: Florida zip: 32940 Phone: 321-752-9040 Primary POC: Debra Moyer Alternate POC: Joe Couturier Email: debra@signaccess.com	1. Northrop Grumman at the Melbourne Airport 2. Parrish Healthcare at Port Canaveral 3. Cocoa Beach Fire Station #51
Business name, address, phone, primary and alternate point of contact, email	**References**
Name: L.S.P. Landscaping, Inc. Address: 521 Thor Ave. City: Palm Bay State: Florida zip: 32909 Phone: 321-724-6176 Primary POC: Jason Cally Alternate POC: Troy Owen Email: jason@lsplandscaping.com	1. Rockledge Fire Station #36 2. 3.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, RUSH Marine, LLC
Full name and address or legal title of contractor
6285 Riverfront Center Blvd., Titusville, FL 32780 as Principal, and Berkley Insurance Company
Full name and address or legal title of Surety 475 Steamboat Rd, Greenwich, CT 06830 of the City of Greenwich
State of Connecticut, a corporation existing under the laws of the State of Delaware, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of
Five percent of amount bid Dollars ($ 5%--------)
Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **Bid No. B-20-08-COC**, for the performance of:

The Riverfront Promenade Overlook

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 5th day of December 2019, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

RUSH Marine, LLC

(Principal) (Seal)

Molly Beasley
(Witness)

Anthony Landry

President
(Title)

6285 Riverfront Center Blvd., Titusville, FL 32790
(Address)

Berkley Insurance Company
(Surety) (Seal)

Witness

Cindy L. Mirisola (Title) Attorney-in-Fact
1021 Douglas Ave., Altamonte Springs, FL 32714
(Address) INQUIRIES: (407)389-3588

No. BI-10155a

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Cindy L. Mirisola; Benjamin Craig Sibley; Robert H. Bond; or Heather Bradley of Sihle Insurance Group, Inc. of Altamonte Springs, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of July, 2018.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of July 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of December 2019

(Seal)

Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

13. Non-Collusion Affidavit of Bidder

State of Florida

County of Brevard, being first duly sworn, deposes and says that:

He / She is President of RUSH Marine, LLC, the Bidder that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Laurie Solis

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Personally Known
Or
Produced Identification

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

14. Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RUSH Marine, LLC
(Company)

Anthony Landry
(Signature & Title) Anthony Landry, President

15. Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the President of RUSH Marine, LLC with a local office in Titusville, Florida and principal office in Titusville, Florida.
City and State City and State

The above-named entity is submitting a Bid for the City of Cocoa described as:

City of Cocoa

Cocoa Riverfront Park Promenade Improvements

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

Anthony Landry
(Authorized Signature)
Anthony Landry,
President
(Printed Name and Title)

RUSH Marine, LLC
Name of Business
6285 Riverfront Center Blvd.,
Business Mailing Address

Phone: 321-267-8100
Fax: 321-267-9944
Phone & Fax Number
Titusville, FL 32780
City, State, Zip

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Laurie Solis
Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

16. Form of Agreement

This Agreement made and entered into on the __TBD___ day of ____TBD_____, 20____ by and between ____Anthony Landry of RUSH Marine, LLC_____ _____ , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of 6285 Riverfront Center Blvd. Titusville, FL 32780, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

16.1. Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents. A detailed Project Schedule is provided in Appendix A and Technical Specifications Package is provided in Appendix B as the base point of reference for this project requirement.

16.2. Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 135 days and totally complete all work in its entirety within 155 days of Notice to Proceed or Purchase Order.
The City anticipates issuing the Notice to Proceed by January 6, 2020. The work must be substantially complete by June 1, 2020 and totally complete in its entirety by June 20, 2020. The City holds a major event in the park on July 4th weekend and all work shall be complete and the area cleaned to allow preparation for that event.
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.
All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

16.3. The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Nine Hundred Eighty-nine Thousand, Six Hundred Eighteen Dollars (Written in Words) $ 989,618 (In Figures)

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

16.4. Progress Payments – Article VI

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. 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. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

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

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

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

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

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

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

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

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

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

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

16.5. The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in

any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor's Bid Submittal

g. [OTHER]

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

16.6. Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

16.7. Performance / Payment Bond – Article VII

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ TBD with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

16.8. Acceptance and Final Payment – Article VIII

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

16.9. Attorney Fees and Costs – Article IX

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to

recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

16.10. Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

16.11. Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

16.12. Venue and Governing Law – Article XII

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

16.13. Modification and Entire Agreement – Article XIII

This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

16.14. Notices – Article XIV

Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

16.15. Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

16.16. Waiver – Article XVI

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

16.17. Independent Contractor – Article XVII

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

16.18. Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

16.19. Sovereign Immunity – Article XVIX

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. Contractor 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.

16.20. Default by Contractor – Article XX

16.20.1. Right to Revoke / Terminate

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

16.21. Termination – Article XXI

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

16.22. Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits

and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

This indemnification shall survive the termination of this Agreement.

16.23. Corporate Representations by Contractor – Article XXIII

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

16.24. No Joint Venture – Article XXIV

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

16.25. Third Party Right – Article XXV

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

16.26. Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

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

16.27. Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

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

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

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

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

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

16.28. Progress Meeting – Article XXVIII

City’s Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City’s Project Manager.

16.29. Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

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

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

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

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

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

16.30. Prohibition Against Contingent Fees – Article XXX

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16.31. Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

16.32 Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

16.33. FDOT Conflict of Interest Provisions – Article XXXIII **(NOT APPLICABLE)**

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

A. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.
C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

F. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

16.34. Inspector General - Article XXXIV

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate

with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

16.35. Federally Required Contract Clauses – Article XXXV

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B**.** *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H**.** *Access to Records*

The following access to records requirements applies to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I**.** *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. *Compliance with the Davis-Bacon Act*

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. *Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR
Signed and sealed by the Contractor in the presence of:

BY: RUSH Marine, LLC
(Contractor)
ATTEST: Anthony Landry
Anthony Landry, President

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY_____
(City Manager)
ATTEST_____

17. Corporate Principal Certificate

I, David Dapore, certify that I am the secretary secretary of the corporation named as Principal in the within Bid Bond; that Anthony Landry who signed the said Bid Bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature David Dapore Title Secretary/Treasurer

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

Performance and Payment Bond will be provided upon award.

18. Performance and Payment Bond

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

BOND NO.:	TBD
Contractor Name:	RUSH Marine, LLC
Contractor Address:	6285 Riverfront Center Blvd. Titusville, FL 32780
Contractor Phone No.:	321-267-8100
Surety Company:	Berkley Insurance Company
Surety Agent:	Cindy L. Mirisola
Owner Name:	City of Cocoa
Owner Address:	65 Stone St. Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	TBD
Contract Amount:	$ Upon award
Bond Amount:	$ 5% of contract value. TBD.
Contract No. (if applicable):	TBD
Description of Work:	**Cocoa Riverfront Park Promenade Improvements**
Project Address:	430 Delannoy St, Cocoa FL 32922
Legal Description:	**Parcel ID 24-36-33-06-*-11**
Bid Number:	B-20-08-COC

BY THIS BOND, we RUSH Marine, LLC as Principal

and Berkley Insurance Company, Inc a Corporation as Surety,

are bound to City of Cocoa, herein called Owner, in the sum

of $ _____, for payment of which we bind

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

CONDITIONS OF THIS BOND if Principal:

a. Performs the contract dated TBD, 20_____, between Principal and Owner for Sidewalk Improvements as specified for the Dixon Blvd and Forrest Ave location as the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and

b. Promptly makes payments to all claimants, as defined in section 255.05 (1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and

c. Pays Owner all losses, damages, expenses, cost and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, and shall remedy any defects in the work due to faulty materials or workmanship or failure to properly maintain during the length of the Contract, and pay for all damage to other work, person, or property resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

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

CONTRACTOR AS PRINCIPAL
Company:

RUSH Marine, LLC
(Corporate Seal)

Signature Anthony Landry
Anthony Landry

Title President

RUSH Marine, LLC CORPORATE SEAL 2018 FLORIDA

SURETY
Company: Berkley Insurance Company, Inc.

_____
(Corporate Seal)
Signature_____

Title_____

APPROVED as to form and execution:

BY _____
Attorney to Board of
City Council Members
City of Cocoa, Florida

Any claims under this bond may
be addressed to:
(Name and Address of Surety):

_____

_____

_____

_____

Phone _____

Telephone Number
Name and Address of
agent or Representative
in Florida if Different from above

_____

_____

_____

_____

Phone _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2019

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 Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	**CONTACT NAME:** Certficate Department **PHONE (A/C, No, Ext):** 407-869-0962 **FAX (A/C, No):** 407-774-0936 **E-MAIL ADDRESS:** certificates@sihle.com
INSURED RUSHMAR-01 RUSH Marine LLC 6285 Riverfront Blvd Titusville FL 32780	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Dominion Insurance Company — 40231 **INSURER B :** Mitsui Sumitomo Insurance USA Inc. — 22551 **INSURER C :** NEW YORK MARINE & GNRL INS CO — 16608 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1931629257 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		ML201900002185	4/1/2019	4/1/2020	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 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			B1P9522H	7/18/2019	7/18/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			ML201900002184	4/1/2019	4/1/2020	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**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		WC201900019337	4/1/2019	4/1/2020	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	EXCESS LIABILITY			OLM2510139	4/1/2019	4/1/2020	EACH OCCURRENCE	9,000,000

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

Protection & Indemnity $1,000,000
Leased & Rented Equipment: $500,000 subject to $2,500 deductible provided by Policy #IM201900006203
Jones Act includes 4 Crew

RE: BID # B-20-08-COC - # B19-113 Cocoa Riverfront Park Promenade Improvements

City of Cocoa is included as Additional Insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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20. Affidavit Regarding Workmen's Compensation

Anthony Landry	RUSH Marine, LLC	Phone: 321-267-8100 Fax: 321-267-9944
(Authorized Signature)	Name of Business	Phone & Fax Number
Anthony Landry, President	6285 Riverfront Center Blvd., Titusville, FL 32780	
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Anthony Landry being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and his insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the RUSH Marine, LLC Company, under the terms of Policy No. WC201900019337 for a period from April 1st, 2019 to April 1st, 2020.

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

21. Certificate of Insurance for Workmen's Compensation

This is to certify that Sihle Insurance Group, Inc,
Company has issued to RUSH Marine, LLC,
of the City of Cocoa, State of Florida,
the following policy or polices: Workmen's Compensation and Employer's Liability
Policy No. WC201900019337 effective on April 1st, 20 19.
re Worker's Compensat Policy No. ML201900002185
effective on April 1st, 2019 and expiring on April 1st
20 20 re General Liability limits $1,000,000
each occurance.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was worn to and subscribed before me on this 5th day of December, 2019, by Anthony Landry the President of RUSH Marine, LLC, a marine construction company (check one) ☒ who is personally known to me or ☐ who produced
as identification.

Personally Known
Or
Produced Identification

Laurie Solis
Notary Public

Print Name: Laurie Solis

My Commission expires: 08/06/2023

Notary Public State of Florida
Laurie Solis
My Commission GG 354661
Expires 08/06/2023

22. Section 1K – Florida Trench Safety Act

(Certification and Discharge Statement Mandatory)

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

	Item	Trench Safety Measure Description	Unit of Measure	Unit	Unit Cost	Extended Cost
A	N/A					
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

RUSH Marine, LLC
Name of Firm

Anthony Landry
Authorized Signature Anthony Landry

Date: 12/05/2019

This document shall be submitted with the Bid packet. Failure to complete the above may result in the bid being declared non-responsive.

27. No Bid Response to Invitation to Bid

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

N/A

WE HAVE RECEIVED AN INVITATION TO BID # B-20-08-COC

Cocoa Riverfront Park Promenade Improvements

OPENING DATE**: December 2, 2019**
OPENING TIME**: 3:30 p.m.**

REASON FOR NOT BIDDING: N/A, RUSH Marine will be bidding bid # B-20-08-COC.

Company Name: N/A

Address: N/A

City: N/A State: _____ Zip: _____

Signature: N/A Title: N/A

Date: N/A

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: December 11, 2019
Time: 6:00 p.m.
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 December 11, 2019 (1960)

2. Minutes: (1)

III. Awards and Presentations:

1. Presentation to Councilmember Goss for the completion of the FHWA Bicycle Selection Guide Workshop on November 6, 2019. (1961). Mayor Williams

2. Proclamation Presented to Shane Justin Lachman, who completed his Eagle Project at the Community Garden in Cocoa. (1962). Mayor Williams

3. Recognition of the Cocoa Youth Athletics Flag Football Super Bowl Champions, ages 5 & 6. (1963). Deputy Mayor Goins

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or taxpayers 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.

Spea□er cards are located in the Council Chamber lobb□ and should be pro□ided to the Cit□ Cler□. Please obser□e the time limit of fi□e □5□ minutes while spea□ing under Delegations. Delegations shall be limited to thirt□ □□0□ minutes unless e□tended b□ Council.

V. Consent Agenda:

1. □ppro□e a letter of support committing to a Municipal Ser□ices Capital Contribution □greement between the Cit□ of Cocoa and Bre□ard Public Schools, sub□ect to, and for the purposes of obtaining a grant from the Florida Department of □conomic Opportunit□ □D□O□Florida □ob Growth Grant Fund for the Bre□ard □dult □ducation Career and Technical □ducation Center. Should the Grant be □warded, Staff will return to Cit□ Council to □ccept the Re□enue and prepare the appropriate F□□0□0 Budget □d□ustments. □19□91□. □Communit□ Ser□ices Director□

□. □ppro□al of new agreement between the Cit□ of Cocoa and □ationwide Retirement Solutions for the □57□b□Plan to add new Pro□ccount Program for emplo□ees. □19□511□. □□dministrati□e Ser□ices Director□

□. □ward Bid □o. B□□0□05□COC Transfer Pump □□ □FD Replacement to C□ Power Solutions, LLC, Tampa, FL. □19□55□□. □□tilities Director□

□. □ppro□e Participation in a Cooperati□e Purchasing □greement with Goodson Pa□ing, Inc., Cocoa, Florida, utili□ing Bre□ard Count□ Bid □o. B□□□19□07, Concrete Sidewal□, Curb and Gutter, effecti□e □anuar□ 1□, □019 through □anuar□ 1□, □0□□□ □ppro□e Participation in a Cooperati□e Purchasing □greement with Goodson Pa□ing, Inc., Cocoa, Florida, utili□ing Bre□ard Count□ Bid □o. B□□1□□ 50, □sphaltic Concrete, effecti□e □une □1, □019 through □une □0, □0□0 □19□575□. □Public Wor□s Director□

5. □ppro□e Fiscal □ear □0□0 Funds to Co□er Remaining Costs □ssociated with Fiscal □ear □019 Purchase Order 7□□□□ and □uthori□e Cit□ Manager to □ppro□e Related Purchase Order for □77,□55. □19□576□. □□tilities Director□

6. □ppro□al to submit costs associated with the named storm e□ent Hurricane Dorian to the Florida Di□ision of □mergenc□ Management for potential reimbursement, and to appro□e a resolution authori□ing the Cit□ Manager or Finance Director to sign an□ contracts and amendments related to these reimbursements. □19□590□. □Finance Director□

7. □uthori□e Change Order □1 to C□D Construction for the Da□ Slips and T□Doc□ Pro□ect □□S17HI in the amount of □5□,9□1.71 and appro□e the Resolution amending the total construction budget and authori□ing the Cit□ Manager to appro□e additional change orders or additional ser□ice contracts related to the pro□ect in an amount not to e□ceed □□0,000. □19□59□□. □Public Wor□s Director□

□. □ppro□e □mendment □o. 1 to Tas□ Order □019□09 with Carollo □ngineers Inc., Orlando, Florida, for the Influent Pump Station and Transfer Pump Rehabilitation Pro□ect □portions of the Flow Impro□ements Pro□ect□at the □err□ Sellers Water Reclamation Facilit□, Pro□ect □o.WS16SF. □19□607□. □□tilities Director□

9. □ppro□e a Budget Resolution □mending the Fiscal □ear □0□0 budget using General Fund Contingenc□, to replenish account 001□1600□51□.□9□00 Other Charges and Obligations. □19□611□. □□dministrati□e Ser□ices Director□

10. □ppro□e entering into a co□operati□e purchasing agreement with Granite Inliner □formall□ La□ne In□Liner LLC□ in the amount of □106,7□9.00, plus a 10□ contingenc□ of □10,67□.90 for a total of □117,□1□.90, using Pol□ Count□ Bid 17□ □□6 appro□ed □pril □1, □017 through Februar□ □□, □0□0 to reline □arious si□ed pipes on Barbara □en□ins Street and appro□e Cit□ Manager authorit□ to appro□e the related purchase order. □19□6□□□. □Public Wor□s Director□

11. □ppro□e the donation of four ballistic canine □ests b□ Streamlight, Inc. to the Cit□ of Cocoa for use at the Cocoa Police Department. □19□6□□□. □Chief of Police□

VI. Public Hearings:

1. Ordinance □o. 1□□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, to change the □oning Map designation of twent□ □□0□ parcels totaling 11□.66 acres from Bre□ard Count□ I□ □Light Industrial□to Cit□ of Cocoa M□1 □Light Industrial and Warehouse District□. □19□599□. □Communit□ Ser□ices Director□

□. Ordinance □o. 15□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, to change the □oning Map designation of four □□□parcels totaling 19.7□ acres from Bre□ard Count□ I□ □Light Industrial□ to Cit□ of Cocoa M□1 □Light Industrial and Warehouse District□. □19□600□. □Communit□ Ser□ices Director□

□. Ordinance □o. 16□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, to change the □oning Map designation of si□ □6□ parcels totaling 16.67 acres from

Bre□ard Count□ I□ □Light Industrial□to Cit□ of Cocoa M□1 □Light Industrial and Warehouse District□. □19□601□. □Communit□Ser□ices Director□

□. Ordinance □o. 1□□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, to change the □oning Map designation of two □□□ parcels totaling □.06 acres from Bre□ard Count□ I□ □Light Industrial□ to Cit□ of Cocoa C□G □General Commercial District□. □19□60□□. □Communit□Ser□ices Director□

5. Ordinance □o. 19□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, to change the □oning Map designation of a single parcel totaling 1.□□ acres from Bre□ard Count□ B□□□ □Retail, Warehousing and Wholesale Commercial□to Cit□ of Cocoa C□G □General Commercial District□. □19□60□□. □Communit□Ser□ices Director□

6. Ordinance □o. □0□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, to change the □oning Map designation of a single parcel totaling 0.75 acres from Bre□ard Count□ PIP □Planned Industrial Par□□to Cit□ of Cocoa C□G □General Commercial District□. □19□60□□. □Communit□Ser□ices Director□

7. Ordinance □o. □1□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□□, □oning, □rticle □□I, to change the □oning Map designation of a single parcel totaling 0.0□ acres from Bre□ard Count□ PIP □Planned Industrial Par□□to Cit□ of Cocoa I□ST □Institutional District□. □19□605□. □Communit□Ser□ices Director□

□. Ordinance □o. □□□□019□ □nd Reading□ □ppro□al of a □O□I□G M□P □M□□DM□□T consistent with □ppendi□□, □oning, □rticle □□I, to change the □oning Map designation of a single parcel totaling 1.0□ acres from Bre□ard Count□ I□ □Light Industrial□ to Cit□ of Cocoa M□□ □Manufacturing and Industrial District□. □19□606□. □Communit□Ser□ices Director□

9. Ordinance □o. □□□□019 □1st Reading□□nne□ing appro□imatel□ 1□9.□□ acres of real propert□ located in unincorporated Bre□ard Count□ □as shown in □□hibit □□□□ into the Cit□ of Cocoa in accordance with Chapter 171 of the Florida Statutes and □ppendi□ □, □rticle □I of the Cit□ of Cocoa Code. □19□6□1□. □Communit□Ser□ices Director□

10. Ordinance □o. □5□□019□ 1st Reading□ □ppro□al of a □O□I□G T□□T □M□□DM□□T consistent with □ppendi□ □, □oning, □rticle □□I, amending □ppendi□ □, □rticle □I, Section □□ of the □oning ordinance of the Cit□ of Cocoa to allow the Single Stor□ Commercial building t□pe on a certain propert□ within

the Waterfront Sub□district of the Cocoa Waterfront O□erla□ District and amending the ma□imum lot depth from □00 feet to □00 feet for properties eligible for the Single Stor□ Commercial building t□pe. □19□6□□□. □Communit□ Ser□ices Director□

11. Ordinance □o. □□□□019□□nd and Final Reading□ Regarding □mending Chapter 1□ of The Code of The Cit□ of Cocoa to □stablish Ci□il Penalties for the Possession of Cannabis □Mari□uana□ for □mounts under Twent□ □□0□ Grams and Possession of Drug Paraphernalia□Setting Forth Penalties and □nforcement Responsibilities for a □iolation of this Code. □19□6□□□. □Cit□ □ttorne□□

VII. Council Business:

1. □ppro□e the re□uested □0□0 street closures in association with the proposed Special □□ents. □19□57□□. □□ssistant to the Cit□ Manager□Public Relations Specialist□

□. Consider the appointment of one of the following applicants as a member of the Sustainabilit□ □d□isor□ Committee□Ms. □a□□n Palmer, Ms. C□nthia Castro, or Mr. □effre□ M□ron. □□dministrati□e Ser□ices Director□ □19□595□ □□dministrati□e Ser□ices Director□

□. Consider the appointment of Mr. Dan □uattrocchi as a Regular member of the Board of □d□ustment, through Ma□ □0□□, Ms. Patricia Wee□s as 1st □lternate, and Ms. Marisol Soto□Lan□a as □nd □lternate. □19□596□ □□dministrati□e Ser□ices Director□

□. Consider the □ppointment of Ms. □imberl□ Curtis and Mr. □innie Richardson as 1st and □nd □lternates to the Code □nforcement Board. □19□597□ □□dministrati□e Ser□ices Director□

5. Cit□ Council Liaison □ppointments and □ppointment of the Florida League of Cities □oting Delegate and □lternate for □0□0. □19□60□□. □□dministrati□e Ser□ices Director□

6. See□ Council direction for e□tension re□uest from Broadmoor □cres Communit□ Restoration and Preser□ation, Inc. □B□CR□P□on the Code □nforcement Lien Reduction □greement between the Cit□ of Cocoa and B□CR□P e□ecuted December 15, □017. This agreement conditionall□ pro□ides a reduction of the code enforcement liens associated with □0□ □entuc□□ □□e., 1115 Broadmoor Dr., 1057 Mitchell St., □01 □ Carolina □□e., 110□ Broadmoor Dr., and □00 □ □arr □□e., to □0 pro□iding B□CR□P complies with the conditions set forth in the agreement. □19□665□ □Communit□Ser□ices Director□

7. Confirm the Ma□or's Reappointment of Ms. Marian □ac□son as a Regular member of the Housing □uthorit□ of the Cit□ of Cocoa through December □1, □0□□. □19□6□□□. □dministrati□e Ser□ices Director□

□. Consideration of a donation application for the Sister Cit□s Sharing Space Together Program. □19□6□9□. □dministrati□e Ser□ices Director□

VIII. City Business:

1. □ppro□e Resolution □o. □019□106 authori□ing the e□ecution of a Section 10□ Contract for Loan Guarantee □ssistance under Section 10□ of the Housing and Communit□ De□elopment □ct of 197□, as amended, pledging appropriate □on□ □d □alorem Re□enues for pa□ment of principal and interest, and authori□ing the Ma□or, Cit□ Manager, and Cit□ □ttorne□ to e□ecute the Contract, □ote, and an□ related documents pertaining to the Section 10□ Loan Guarantee □ssistance. □ppro□e Budget Resolution □0□0□ recogni□ing the □□9□,000 in debt proceeds that will be utili□ed to fund the Dr. □oe Lee Smith Communit□ Center. □19□561□. □Communit□ Ser□ices Director□

2. □ward Bid □□0□0□□COC Cocoa Ri□erfront Par□ Promenade Impro□ements to the lowest most responsible and responsi□e bidder Cana□eral Construction Co. for □95□,709 as the lowest most responsible and responsi□e bidder and □uthori□e the Cit□ Manager to negotiate the related contract. □uthori□e the Cit□ Manager to issue a Purchase Order in the amount of □95□,709 to Cana□eral Construction Co. □ppro□e a Resolution authori□ing the Cit□ Manager to issue Change Orders up to □7□,□00 related to the Pro□ect Contingenc□. □ppro□e B□F □□0□01□□□ and a Budget Resolution □mending the F□□0 Budget to re□budget the re□enue for the pre□iousl□ awarded FI□D Grants. □19□615□. □Public Wor□s Director□

□. □ppro□e the remo□al of an oa□ tree in the right□of□wa□ ad□acent to □0□□ Pin□on Dri□e with a replacement oa□ tree to be planted at Bracco Pond. □19□6□□□. □Communit□ Ser□ices Director□

□. □ppro□e the remo□al of an oa□ tree in the right□of□wa□ ad□acent to □□□0 W. Sherwood Circle with a replacement oa□ tree to be planted at Bracco Pond. □19□6□□□. □Communit□ Ser□ices Director□

5. □ppro□e Ordinance □o. □6□□019 regarding Local □endor Preference on First Reading. □19□6□□□. □Finance Director□

Multi-Year Contracts:

□one.

IX. Informational Agenda:

1. Cumulati□e purchase appro□als o□er □□5,000 and under □50,000 for period 10□01□□019 to 10□□1□□019. □19□55□□. □Finance Director□

□. General and Police Pension Board □nnual Reports for Informational purposes onl□. □19□6□0□. □□dministrati□e Ser□ices Director□

X. Reports:

- □d□isor□ Boards and Committees
- Cit□ □dministration
- Cit□ □ttorne□
- Cit□ Manager
- Cit□ Council

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. □ll interested parties ma□ attend. The facilit□ wherein this public meeting will be held is accessible to the ph□sicall□ handicapped. In accordance with the □mericans With Disabilities □ct, persons needing assistance to participate in an□ of these proceedings should contact the Cit□ Cler□ of the Cit□ of Cocoa, listed below, at least □□ hours prior to the meeting□ Carie Sheal□, Cit□ Cler□, 65 Stone Street, Cocoa, b□ telephone at □□□1 □□□□□□□□□□ or □ia email at csheal□□ cocoafl.org.

Pursuant to Section □□6.0105, Florida Statutes, the Cit□ hereb□ ad□ises the public that□ if a person decides to appeal an□ decision made b□ the Cit□ Council with respect to an□ matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons ma□ need to assure that a □erbatim record of the proceedings is made, and such record shall include the testimon□ and e□idence upon which the appeal is to be based. This notice does not constitute consent b□ the Cit□ for the introduction or admission into e□idence of otherwise inadmissible or irrele□ant e□idence, nor does it authori□e challenges or appeals otherwise not allowed b□ law.

Cit□ Code Section □□5□ re□uires that an affirmati□e □ote of a ma□orit□ of a □uorum present shall be necessar□ to enact an ordinance or adopt an□ resolution□e□cept that two□thirds of the membership of the Council is re□uired to enact an emergenc□ ordinance. □ll ordinances re□uire two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public spea□ing on public hearing items, though entitled to be heard b□ the Cit□ Council, are not entitled to an immediate response b□ either administrati□e staff members or Council once the public hearing is closed□ howe□er, Council discussion ma□ or ma□ not include a response. □o □uestion b□ the public should be addressed directl□ b□ the □dministrati□e staff.

Public debate b□ indi□idual spea□ers from the audience on public hearing items shall be limited to three □□□ minutes. Representati□es of recogni□ed groups shall be limited to ten □10□ minutes□ and total debate on a single issue shall be limited to thirt□ □□0□ minutes. Onl□ one presentation per person per issue shall be allowed.

□ Council member ma□ add an item to the agenda during the meeting onl□ at the time the agenda is appro□ed. If the item re□uires action b□ the Council, then it ma□ be added to the agenda b□ an affirmati□e □ote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

This agenda is posted on the Municipal Bulletin Board and at the Central Bre□ard Librar□ and Reference Center in Cocoa for public re□iew.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Please complete the information required above.

Department: **Public Works**	Division:
Bid / RFP / RFQ #: **B-20-08-COC** **Riverfront Promenade Overlook**	Project #
Awarded To: **Canaveral Construction Company, Inc.**	Scope of Work or Services: **Riverfront Promenade & Overlook park improvements**
Address / City / State / Zip: **3475 N. US 1., PO Box 799, Mims, FL 32754**	Phone / Fax #'s: **(Phone) 321-269-4011** **(Fax) / Email: david@canaveralconstruction.com**
Purchase / Contract Amount: **$952,909.00**	Date of Recommended Award: **December 11th, 2019**
Date of Vendor Acknowledgement: December 12, 2019	Date of City Council Approval: December 11, 2019
Title / Position (Print) Michael Harkcom V.P. O.	Mayor (Print or Stamp): Jake Williams, Jr.
Signature:	Signature:

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

Form of Agreement

This Agreement made and entered into on the 17th day of December, 2019 by and between Canaveral Construction Co. Inc. _____, authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of 3475 US1 MIMS, Fla., and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents. A detailed Project Schedule is provided in Appendix B and Specifications Package is provided in Appendix C as the base point of reference for this project requirement.

Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 135 days and totally complete all work in its entirety within 155 days of Notice to Proceed or Purchase Order.

The City anticipates issuing the Notice to Proceed by January 6, 2020. The work must be substantially complete by June 1, 2020 and totally complete in its entirety by June 20, 2020. The City holds a major event in the park on July 4th weekend and all work shall be complete and the area cleaned to allow preparation for that event.

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

The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

NINE HUNDRED FIFTY TWO THOUSAND NINE HUNDRED NINE DOLLARS AND ZERO CENTS (Written in Words)

$ 952,909.00 (In Figures)

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

Progress Payments – Article VI

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida

Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. 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. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

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

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

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

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

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

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

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

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

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

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

The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor's Bid Submittal

g. [OTHER]

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

Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance

with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous

Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

Performance / Payment Bond – Article VII

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 952,909.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

Acceptance and Final Payment – Article VIII

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

Attorney Fees and Costs – Article IX

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified,

shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

Venue and Governing Law – Article XII

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

Modification and Entire Agreement – Article XIII

This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

Notices – Article XIV

Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

Waiver – Article XVI

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

Independent Contractor – Article XVII

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

Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

Sovereign Immunity – Article XVIX

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. Contractor 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.

Default by Contractor – Article XX

Right to Revoke / Terminate

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes
and diligently pursues such action as are necessary therefore; or

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

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

d. Contractor has committed any act of fraud upon the City; or

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

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

Termination – Article XXI

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;

b. Contractor makes a general assignment for the benefit of its creditors;

c. Contractor fails to comply with any condition or provision of this Agreement; or

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

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the

City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

This indemnification shall survive the termination of this Agreement.

Corporate Representations by Contractor – Article XXIII

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

No Joint Venture – Article XXIV

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.

Third Party Right – Article XXV

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

Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

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

Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

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

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

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

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

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

Progress Meeting – Article XXVIII

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

Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

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

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

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

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

e. **Guarantee.** The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective.

All warranties contained in this Agreement and in the Contract, Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for one (1) calendar year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Contractor's payment and performance Bond(s).

Prohibition Against Contingent Fees – Article XXX

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

Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor.

Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation.

If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

(NOT APPLICABLE) FDOT Conflict of Interest Provisions – Article XXXIII

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

a. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

f. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

Inspector General - Article XXXIV

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

Federally Required Contract Clauses – Article XXXV

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. *Access to Records*

The following access to records requirements applies to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any

books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. *Compliance with the Davis-Bacon Act*

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. *Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR
Signed and sealed by the Contractor in the presence of:

BY: Mark President
(Contractor)
ATTEST: JASON A. RADLE

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY_____
(City Manager)
ATTEST_____

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

--- CORRECTION --

NOTIFICATION OF AWARD

Please complete the information required above.

Department: **Public Works**	Division:
Bid / RFP / RFQ #: **B-20-08-COC** **Riverfront Promenade Overlook**	Project #
Awarded To: **Canaveral Construction Company, Inc.**	Scope of Work or Services: **Riverfront Promenade & Overlook park improvements**
Address / City / State / Zip: **3475 N. US 1., PO Box 799, Mims, FL 32754**	Phone / Fax #'s: **(Phone) 321-269-4011** **(Fax) / Email: david@canaveralconstruction.com**
Purchase / Contract Amount: **CORRECTION: Award amount includes** **Base & Alternate: $958,709.00**	Date of Recommended Award: **December 11th, 2019** (Budget Approved $958,709.00)
Date of Vendor Acknowledgement: 12/20/19	Date of City Council Approval: December 11, 2019 (Agenda No. 19-615)
Title / Position (Print) President	Mayor (Print or Stamp): N/A
Signature: [signature]	Signature: Original Signed

Return the Notification of Award to Purchasing & Contracts Division when completed.

Thank you for your cooperation

Form of Agreement

This Agreement made and entered into on the 19th day of December, 20 19 by and between Canaveral Construction Co., Inc. , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of 3475 N.US 1, Mims, FL 32754, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

Scope of Work – Article I

The Contractor shall furnish all labor, supervision, equipment, materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents. A detailed Project Schedule is provided in Appendix B and Specifications Package is provided in Appendix C as the base point of reference for this project requirement.

Commencement and Completion of Work - Article II

The Contractor will be required to commence work under this contract within 10 calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within 135 days and totally complete all work in its entirety within 155 days of Notice to Proceed or Purchase Order.

The City anticipates issuing the Notice to Proceed by January 6, 2020. The work must be substantially complete by June 1, 2020 and totally complete in its entirety by June 20, 2020. The City holds a major event in the park on July 4th weekend and all work shall be complete and the area cleaned to allow preparation for that event.

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

The Contract Sum - Article III

The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Nine Hundred Fifty Eight Thousand Seven Hundred Nine Dollars & Zero Cents	$ 958,709.00
(Written in Words)	(In Figures)

Contractor agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

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

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

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

(2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

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

Progress Payments – Article VI

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida

Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. 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. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

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

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

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

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

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

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

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

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

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

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

The Contract Documents – Article V

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda

b. Change Orders

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Contractor's Bid Submittal

g. [OTHER]

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

Liability Insurance – Article VI

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance

with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous

Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

Performance / Payment Bond – Article VII

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 958,709.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

Acceptance and Final Payment – Article VIII

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

Attorney Fees and Costs – Article IX

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

Fully Negotiated Agreement – Article X

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

Severability – Article XI

If any provisions of this agreement is declared or deemed invalid, unenforceable or unlawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified,

shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

Venue and Governing Law – Article XII

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

Modification and Entire Agreement – Article XIII

This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

Notices – Article XIV

Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

Binding Effect – Article XV

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

Waiver – Article XVI

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

Independent Contractor – Article XVII

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

Change Orders – Article XVIII

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

Sovereign Immunity – Article XVIX

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. Contractor 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.

Default by Contractor – Article XX

Right to Revoke / Terminate

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes
and diligently pursues such action as are necessary therefore; or

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

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

d. Contractor has committed any act of fraud upon the City; or

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

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

Termination – Article XXI

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;

b. Contractor makes a general assignment for the benefit of its creditors;

c. Contractor fails to comply with any condition or provision of this Agreement; or

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

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

Indemnification – Article XXII

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the

City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

This indemnification shall survive the termination of this Agreement.

Corporate Representations by Contractor – Article XXIII

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

No Joint Venture – Article XXIV

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.

Third Party Right – Article XXV

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

Assignment – Article XXVI

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

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

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

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

Designation of Project Manager - Article XXVII

The duties and authority of the City are as follows:

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.

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

c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

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

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

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

Progress Meeting – Article XXVIII

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

Responsibilities of Contractor – Article XXIX

Contractor's duties and rights in connection with the project herein are as follows:

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

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

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

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

e. **Guarantee.** The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective.

All warranties contained in this Agreement and in the Contract, Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for one (1) calendar year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Contractor's payment and performance Bond(s).

Prohibition Against Contingent Fees – Article XXX

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

Public Records – Article XXXI

Pursuant to Chapter 119, Florida Statutes, Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor.

Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation.

If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Force Majeure – Article XXXII

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

(NOT APPLICABLE) FDOT Conflict of Interest Provisions – Article XXXIII

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

a. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

f. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

Inspector General - Article XXXIV

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

Federally Required Contract Clauses – Article XXXV

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. *Access to Records*

The following access to records requirements applies to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any

books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. *Compliance with the Davis-Bacon Act*

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

d. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. *Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY:_____
(Contractor)

ATTEST:_____ JASON A. RADLIS

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY_____
(City Manager)

ATTEST_____

Legislation Details (With Text)

File #:	19-482	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/3/2019			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Council Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Axon Q209911-43741.724AS.pdf Taser 60 Plan.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2019
Agenda Date: October 23, 2019
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract.

BACKGROUND:

The Police Department requests to purchase a total of ten new Tasers by way of a multi-year contract. This has been budgeted and is within the lease budget account of the Police Department's Fiscal Year 2020 budget account 001-2100-521.44-00, using Axon Enterprises by way of sole source. The total amount for the purchase of 10 (ten) tasers is $25,500, to be budgeted and paid over a five-year term beginning upon approval of this contract.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

$5,100 due in FY2020
$5,100 due in FY2021
$5,100 due in FY2022
$5,100 due in FY2023
$5,100 due in FY2024 for a total amount of $25,500.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
Council Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract.

Q-209911-43741.724AS

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Deli□er□Method□Fede□ □Ground

Axon Enterprise, Inc.
17□00 □ □5th St.
Scottsdale, □ri□ona □5□55
□nited States
Phone□□□00□97□□□7□7

SALES REPRESENTATIVE
□dam Smith
Phone□□□□0□□6□□□□01
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PRIMARY CONTACT
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Phone□□□□1□6□7□6□□1
□mail□amoon□ cocoapolice.com

SHIP TO
□m□Moon
Cocoa Police Dept. □FL
1□□6 W □I□G ST
COCO□, FL □□9□□
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BILL TO
Cocoa Police Dept. □FL
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COCO□, FL □□9□□
□S

Group1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
□5700	T□S□R 60 □□□R 1 P□□M□□T□□□ □□LIMIT□D	10	510.00	510.00	5,100.00
Hardware					
□□00□	BL□C□ □□C□W, H□□DL□	10	0.00	0.00	0.00
□01□7	T□S□R 60 □□ □□LIMIT□D	10	0.00	0.00	0.00
□□501	RIGHT□H□□D HOLST□R, □□, BL□C□H□W□	10	0.00	0.00	0.00
70116	SPPM, SIG□□L CO□□□CT□D B□TT□R□ P□C□, □□□□6P	10	0.00	0.00	0.00
□□157	□5 FT □O□□CO□D□CTI□□ TR□I□I□G SM□RT C□RTRIDG□, □□	□0	0.00	0.00	0.00
□□151	□5 FT SM□RT C□RTRIDG□, □□	□0	0.00	0.00	0.00
				Subtotal	5,100.00
				□stimated Shipping	0.00
				□stimated Ta□	0.00
				Total	5,100.00

Group2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
□5701	T□S□R 60 □□□R □P□□M□□T□□□ □□LIMIT□D	10	510.00	510.00	5,100.00
				Subtotal	5,100.00
				□stimated Ta□	0.00
				Total	5,100.00

Group3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
□570□	T□S□R 60 □□□R □P□□M□□T□□□ □□LIMIT□D	10	510.00	510.00	5,100.00
				Subtotal	5,100.00
				□stimated Ta□	0.00
				Total	5,100.00

Group4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
□570□	T□S□R 60 □□□R □P□□M□□T□□□ □□LIMIT□D	10	510.00	510.00	5,100.00
				Subtotal	5,100.00
				□stimated Ta□	0.00
				Total	5,100.00

Group5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
□570□	T□S□R 60 □□□R 5 P□□M□□T□□□ □□LIMIT□D	10	510.00	510.00	5,100.00
				Subtotal	5,100.00
				□stimated Ta□	0.00
				Total	5,100.00

Grand Total	**25,500.00**

Summary of Payments

Pa□ment	□mount □□SD□
Group1	5,100.00
Group□	5,100.00
Group□	5,100.00
Group□	5,100.00
Group5	5,100.00
Grand Total	**25,500.00**

T□S□R60 Terms and Conditions□This □uote contains a purchase under the T□S□R 60 Plan. If □our purchase onl□includes the T□S□R 60 Plan, C□Ws, and C□W accessories, then this purchase is solel□go□erned b□the T□S□R 60 Terms and Conditions posted at□https□□www.a□on.com□legal□sales□terms□and□conditions, and the terms and conditions of □□on□s Master Ser□ices and Purchasing □greement do not appl□to this order. □ou represent that □ou are lawfull□able to enter into contracts and if □ou are entering into this agreement for an entit□, such as the compan□, municipalit□, or go□ernment agenc□ □ou wor□for, □ou represent to □□on that □ou ha□e legal authorit□to bind that entit□. If □ou do not ha□e this authorit□, do not sign this □uote.

Ta□is sub□ect to change at order processing with □alid e□emption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing □greement □posted at www.a□on.com□legal□sales□terms□and□conditions□, as well as the attached Statement of Wor□□SOW□for □□on Fleet and□or □□on Inter□iew Room purchase, if applicable. □n□purchase order issued in response to this □uote is sub□ect solel□to the abo□e referenced terms and conditions. B□signing below, □ou represent that □ou are lawfull□able to enter into contracts. If □ou are signing on behalf of an entit□ □including but not limited to the compan□, municipalit□, or go□ernment agenc□for whom □ou wor□□, □ou represent to □□on that □ou ha□e legal authorit□to bind that entit□. If □ou do not ha□e this authorit□, please do not sign this □uote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to □dam Smith at asmith□ taser.com or fa□to □□□0□□6□□□□01

Than□ □ou for being a □alued □□on customer. For □our con□enience on □our ne□t order, please chec□out our online store bu□a□on.com

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Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. TASER 60 Term. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).

2. Payment Terms. Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

3. Taxes. Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

4. Shipping; Title; Risk of Loss; Rejection. Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.

5. Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

6. Hardware Limited Warranty. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7. Warranty Limitations. The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

   To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

   Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

8. Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

9. TASER 60 Warranty Coverage. TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

10. Spare Product. For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (Spare Products) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

11. Product Warnings. See our website at www.axon.com for the most current product warnings.

12. Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.

13. TASER 60 Termination. If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:
    - 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
    - 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
    - 13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

14. Excusable Delays. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

15. Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16. Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

17. Assignment. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.

18. Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

19. Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20. Entire Agreement. This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether

written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

1 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.

2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (CEW Upgrade Model), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

3 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

3.2. Axon will not and has no obligation to provide the free upgrades.

3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a $100 cancellation fee for each covered product.

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Legislation Details (With Text)

File #:	20-10	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	12/23/2019			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Approval of the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Gehring Group, Inc Contract.pdf First Modification of Agreement Gehring Second Modification of Agreement Executed.pdf Third Modification of Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2020
Agenda Date: January 22, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approval of the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020.

BACKGROUND:

In 2012, the City of Cocoa initiated the Request for Proposal (RFP) process for the selection of an Insurance Broker of Record for the City's health insurance benefits. At that time, the Gehring Group was recommended to City Council based on factors of qualifications, cost containment, and past/present experience and a multi-year contract was approved effective June, 12, 2012. Additionally, the City exercised two renewal term options for two additional one-year periods, making the expiration date June 11, 2017.

In April 2017, an agenda item was brought to Council to authorize the first modification of agreement that allowed to continue the brokerage agreement through June 11, 2018 with an additional one-year term through June 11, 2019. This allowed more time with the current broker who was instrumental in the development of the Interlocal Agreement for the sharing of the City's health center.

The City published a new Insurance Broker Services RFP (RFP-19-11-COC) in February 2019 with an anticipated selection for a new brokerage agreement in April 2019. However, the RFP selection committee determined price proposals could not be fairly evaluated and the bids were rejected by the City Manager in accordance with the City of Cocoa Financial Operations Manual, Section 15.2A (10b). The extension allowed Staff ample time to prepare the annual renewal for the group benefits and the Medicare plan. On May 22, 2019, an agenda item was brought to Council for the second contract modification with Gehring Group extending the term until February 28, 2020.

City Staff has been working with the City Attorney's Office on the new RFP document that is anticipated to be released in the near future following the City's purchasing guidelines. After reviewing the RFP projected timeline for advertising, receiving, and analyzing bids for a new broker agreement, it was realized a little more time is needed with the current broker. This agenda item is requesting approval of the third contract modification with Gehring Group extending the term of the agreement until April 30, 2020. This is a short term as the successful bidder for the upcoming RFP will need to mobilize and prepare for the City's open enrollment period in advance of the next fiscal year budget.

STRATEGIC PLAN CONNECTION:

Having an insurance broker of record assists the City in providing competitive employee benefit plans which in turn assists in the recruitment and retention of employees.

BUDGETARY IMPACT:

Budgeted N/A

There is no budgetary impact, as the commission rates are paid by the vendors and not the City.

PREVIOUS ACTION:

At a Regular City Council Meeting on May 22, 2019, City Council approved the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020.

At a Regular City Council Meeting on April 25, 2017, City Council approved to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019 and authorized the City Manager to sign associated contract addendums.

At Regular City Council Meeting on June 12, 2012, City Council approved the contract for Insurance Broker of Record for Gehring Group, Inc.

RECOMMENDED MOTION:

Approval of the third contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until April 30, 2020.

AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES

RELATING TO EMPLOYEE BENEFITS

THIS AGREEMENT ("Agreement") is made this 12 day of June, 2012, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
b. GEHRING GROUP is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and GEHRING GROUP as follows:

SECTION ONE
NATURE OF WORK

GEHRING GROUP will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, and the BenTek Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT "B."** Unless otherwise provided herein, GEHRING GROUP shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The GEHRING GROUP warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The GEHRING GROUP shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

GEHRING GROUP agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of services, the services and hours GEHRING GROUP is to work on any given day, will be entirely within GEHRING GROUP'S control and professional judgment, and CITY will rely upon GEHRING GROUP to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A"**. All work furnished by the GEHRING GROUP hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR
PAYMENT

GEHRING GROUP will be compensated through payment of commissions received from the various carriers who have contracted with the CITY to provide coverage to the CITY as outlined in **EXHIBIT "C"** entitled "Commissions". The annual services to be provided by the GEHRING GROUP to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP." In addition, GEHRING GROUP shall provide the Additional Services listed in **EXHIBIT "A,"** and the use of the BenTek software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing for such Additional Services as overviewed in **EXHIBIT "B."** The undertaking by GEHRING GROUP to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, GEHRING GROUP agrees to perform additional services hereunder, the CITY shall pay GEHRING GROUP for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by GEHRING GROUP unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be three (3) years, and may be renewed for two (2) additional one year periods at the sole option of the CITY. The CITY's City Manager may exercise this renewal option by providing the GEHRING GROUP with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF GEHRING GROUP

This Agreement calls for the performance of the services of GEHRING GROUP as an independent contractor, and GEHRING GROUP, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, 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 or omissions or willful misconduct of GEHRING GROUP, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the GEHRING GROUP, its employees, or agents, or any errors and omissions of the GEHRING GROUP, its employees, or agents, or any breach of this Agreement by GEHRING GROUP, its employees, or agents. GEHRING GROUP shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the GEHRING GROUP hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. GEHRING GROUP shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by GEHRING GROUP pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving GEHRING GROUP 120 days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE
MISCELLANEOUS

1. As an independent contractor, GEHRING GROUP shall pay all expenses in connection with its consulting business and GEHRING GROUP will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. In the event either party hereto shall file a lawsuit to enforce any of the terms hereof, the prevailing party shall be entitled to recover all costs, charges, and expenses of enforcement, including reasonable attorney's fees incurred in a trial of appellate proceeding.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and GEHRING GROUP.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The GEHRING GROUP recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and GEHRING GROUP 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.

9. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under state or federal law. As such, the CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

10. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the GEHRING GROUP and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the CITY or the GEHRING GROUP. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the GEHRING GROUP is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. Upon request by the CITY, the GEHRING GROUP shall promptly supply copies of said public records to the CITY. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the GEHRING GROUP be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

11. The GEHRING GROUP shall maintain in effect, during the life of this Agreement, a minimum of $1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, 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. Current, valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY 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.

12. The GEHRING GROUP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GEHRING GROUP, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GEHRING GROUP, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

BY: _____
MICHAEL C. BLAKE
MAYOR

ATTEST:

BY: _____
JOAN CLARK
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, PRESIDENT

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP

The below list of services, as outlined in RFP # 12-09-COC, are to be provided by Gehring Group as part of inclusive services for the following lines of coverage: Medical Insurance with Prescription Coverage, Dental Insurance, Vision Insurance, Flexible Spending Account, Life Insurance, Disability Insurance, Employee Assistance Program:

(a) Provide the City with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.

(b) Act as a resource to advise the City in the areas of COBRA, HIPPA, Cafeteria Plan Section 125, ERISA, EEO, FMLA, Health Care Reform laws and any other areas in the insurance field where expertise and guidance may be requested.

(c) Assist the City in identifying its employee insurance benefits and recommend methods to reduce, offset or update its coverage requirements.

(d) Aid the City in understanding and negotiating all of the insurance matters concerning rates, claims, and resolution of issues on behalf of the City.

(e) Recommend any additional coverage to the City that the Broker feels should be carried but currently is not in place.

(f) Assist the City in the areas of evaluating insurance available in the market, claims handling and administration, as requested.

(g) Review collective bargaining agreements to identify the City's health benefits obligations.

(h) Review the claims history reports and collaborate with the HR Benefits Coordinator to generally assist the City with developing policies.

(i) Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations.

(j) Attend events concerning the City's Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, and any other meeting deemed appropriate by the City.

(k) Provide various claims review reports as requested.

(l) Conduct analysis of insurance programs within other local governments to compare best practices.

(m) Issue Certificates of Insurance (COI) as may be required by the City.

(n) Any additional services agreed upon by the City and Broker.

(o) Provide the City with any additional recommendations that will foster innovative practices and options regarding insurance.

(p) Provide recommendation for RFP for health insurance and other listed benefits. All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

ADDITIONAL SERVICES:

Additionally, inclusive to this agreement are the standard Gehring Group Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:

A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.

B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.

C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.

D. Provide review/analysis/projections to include:
   a. Projected renewal costs
   b. Enrollment analysis and comparisons
   c. Claims analysis and comparisons
   d. High cost claim summary
   e. Network utilization and cost avoidance reports
   f. Any additional reports determined to be needed and available and that the GEHRING GROUP believes will be beneficial to the CITY

E. Support the CITY administrative staff by resolving important enrollment and billing problems.

F. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.

G. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting BenTek up and running on the CITY's system.

H. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including Gehring Group commissions, in a format that is easy to understand and helpful in decision-making.

I. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.

J. Provide guidance and assistance with COBRA compliance and administration.

K. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.

L. Meet with employee insurance advisory committee about strategic planning on an as needed basis.

M. Provide Additional Services
- Program Implementation
- Ongoing Service
- On-site Service
- Employee Surveys
- Employee Benefits Handbook
- In-House Graphics Department – Professional Employee Communications
- Produce Formal Proposals / Make Presentations

EXHIBIT "B"

BenTek®
Benefits Technology by Benefits People

Comprehensive Online Benefits Enrollment & Administration System

BenTek® is an innovative tool that Gehring Group has provided to a large number of our public sector clients to much acclaim. BenTek®, Benefits Technology by Benefits People, is a comprehensive on-line benefits administration system aimed at increasing efficiencies and reducing the burden of the administration of your employee benefits program. BenTek® segregates processes and embodies three online modules:

1. Internet based open enrollment site that allows employees to enroll in their selected benefits online in a paperless format,
2. A 24/7 employee benefits center from which employees can access provider links, policy information, report qualifying events and view their benefit elections, and
3. The benefits administration system which can perform the functions of an employee benefits data management system all year round, allowing for electronic transmission of eligibility data to carriers. BenTek also boasts unique audit capabilities that allow the administrator to easily identify when payroll deductions have not been taken – resulting in not only the savings of reconciliation time, but also ensuring the employee portion of any premiums is also collected.

Imagine your next open enrollment being a virtually paperless process. It is a system that is so simple to use that instructions are not necessary. We have had great success with implementing BenTek for clients with a varied degree of technology sophistication - from the proficient to the inexperienced web user. And with features such as online life insurance beneficiary designation, automatic transmission of eligibility updates to multiple insurance carriers, the ability for the employee to report qualifying events subject to the administrators acceptance, the ability to print a report of changes to employee benefits for bill reconciliation, and an employee benefits center with links and forms that mitigate informational request calls to HR; BenTek® becomes another member of your benefits administration team. BenTek is a customizable solution that has proven itself an invaluable, easy to use resource for a number of public sector entities throughout the state of Florida including cities, school boards, counties, and special taxing districts, who have applauded the responsiveness and professional knowledge exhibited by BenTek's staff.

BenTek® Services

BenTek®, the internet based employee benefits administration solution is comprised of three modules: Client Administration System, Open Enrollment, and Employee Benefits Center.

The **Client Administration System** allows for one point of entry for employee benefits data management and allows the Client to:

- Update personnel benefit plans and election related data
- Generate and process carrier self billing files
- Make prior and partial period (as permitted by carrier) adjustments
- Produce payroll related benefit deduction analyses
- Allow for electronic multiple carrier updates of eligibility from single entry point on bi-weekly or other designated period
- Approve/deny/suspend pended changes requested by plan participants
- Maintain historical record of employee election and plan changes
- Transmit electronic or paper report to payroll department listing current benefit plan payroll deduction changes
- Warehouse final billing files segregated by carrier
- Provide standard reports for historical periods for various administration functions (e.g. Census)
- Provide customized reporting capability

The **Open Enrollment Module** allows internet access for employees to confirm or make changes to their benefits and/or plan selections for the upcoming plan year. Data the participants' access is their own frozen participant enrollment data at a specified snapshot date. This module allows the Client and/or employees to:

- Track plan changes made on a daily basis
- Generate confirmation statements with elections chosen & deduction post changes as entered for new plan year
- Link to applicable benefits booklet plan section
- Link to carrier websites
- Link contact information for employee questions
- Capability to print carrier forms
- Prohibit employees from making changes to comply with carrier mandated signature authorization requirements
- Offer separate passwords/access capabilities for employees, administrators, and authorized third parties

The **Employee Benefits Center** allows internet access to employees giving them the capability to view and modify (as allowed) and request modification of their benefit elections and deductions, and link to benefit plan information. Successful implementation will provide employee access to:

- View current benefit elections, deduction, benefit information, and pending change requests
- Electronically request qualified event elections changes with automatic benefit administrator notification
- Link to/print signature required submission forms for qualified events
- Auto fill claim forms
- Link to carrier sites
- Link to applicable summary plan descriptions or summary of benefits and coverage
- provide link to contact info and e-mail for plan administrator

EXHIBIT "C"

Commissions

GEHRING GROUP will be paid a monthly commission equal to the following percentage for insurance programs secured by GEHRING GROUP. Such commissions may be paid through the insurance providers.

Line of Coverage	Commission Rate
Health Insurance (Fully Insured)	2%
Dental Insurance	5%
Vision Insurance	10%
Flexible Spending Account	n/a
Life and AD&D	10%
Disability Insurance	10%
Employee Assistance Program	n/a

Please note that the above fees include all services outlined in Exhibit A: Scope of Services to be provided by Gehring Group:

- All travel costs
- BenTek® – Online Enrollment and Administration System
- Development, production and printing of annual employee benefit booklet (all copies)
- Access to Gehring Group Client Portal
- Access to *HR Answers Now* online H.R. research tool

FIRST MODIFICATION OF AGREEMENT

THIS FIRST MODIFICATION OF AGREEMENT ("First Modification") is made this 25th day of April, 2017, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

Whereas, the City and Gehring Group entered into that certain Agreement to Provide Agent of Record Services Relating to Employee Benefits, dated June 12, 2012 ("Original Agreement"); and

Whereas, the parties desire to extend the term of the Original Agreement in accordance with this First Modification of Agreement.

1.0 Section Five of the Original Agreement is hereby modified to extend the term of the agreement until June 11, 2018, and said term may be renewed thereafter for one (1) additional one year term at the option of the CITY. The CITY's City Manager may exercise this renewal option by providing the GEHRING GROUP with at least 120 days written notice in advance of the anniversary of the Commencement Date

2.0 All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
HENRY U. PARRISH III
MAYOR

BY: _____
CARIE SHEALY, CMC
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, PRESIDENT

SECOND MODIFICATION OF AGREEMENT

THIS SECOND MODIFICATION OF AGREEMENT ("First Modification") is made this 22nd day of May, 2019, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

Whereas, the City and Gehring Group entered into that certain Agreement to Provide Agent of Record Services Relating to Employee Benefits, dated June 12, 2012, as amended by the First Modification, dated April 25, 2017 ("Original Agreement"); and

Whereas, the parties desire to extend the term of the Original Agreement in accordance with this Second Modification of Agreement.

1.0 Section Five of the Original Agreement is hereby modified to extend the term of the agreement until February 28, 2020.

2.0 All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

BY: _____
JAKE WILLIAMS, Jr.
MAYOR

ATTEST:

BY: _____
CARIE SHEALY, CMC
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, President

THIRD MODIFICATION OF AGREEMENT

THIS THIRD MODIFICATION OF AGREEMENT ("Third Modification") is made this _____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

Whereas, the City and Gehring Group entered into that certain Agreement to Provide Agent of Record Services Relating to Employee Benefits, dated June 12, 2012, as amended by the First Modification, dated April 25, 2017, and as amended by the Second Modification, dated May 22, 2019 ("Original Agreement"); and

Whereas, the parties desire to extend the term of the Original Agreement in accordance with this Third Modification of Agreement.

1.0 Section Five of the Original Agreement is hereby modified to extend the term of the Agreement until April 30, 2020.

2.0 All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY:_____
JAKE WILLIAMS, Jr.
MAYOR

BY: _____
CARIE SHEALY, CMC
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, President

Legislation Details (With Text)

File #:	20-18	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	12/30/2019			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	

Title: Approve Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, in the amount of $984,548.82; Approve as a Multi-Year Contract from FY2020 through FY2021; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $98,454.88 (10% of the Contract Amount) for a Total Project Cost of $1,083,003.70; Approve BAF # 20-028-P and a Resolution Amending the FY2020 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
TO (2020-27) Atlantic Dev $984548.82 (1-13-20) UT.pdf
T.O. (2020-27) Proposal Michigan Ave FM&R Extension.pdf
WS17MI Quote Tabulation Sheet.pdf
Budget Resolution FY 2020.pdf
BAF 20-028 -UT-Project WS17MI Transfer (1-22-20) Agenda 20-018.pdf
Contingency Resolution.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2019
Agenda Date: January 22, 2020
Prepared By: Peter Davis, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, in the amount of $984,548.82; Approve as a Multi-Year Contract from FY2020 through FY2021; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $98,454.88 (10% of the Contract Amount) for a Total Project Cost of $1,083,003.70; Approve BAF # 20-028-P and a Resolution Amending the FY2020 Budget.

BACKGROUND:

The Utilities Department Engineering Division staff has identified the existing force main along U.S. Highway No. 1 as a single point of failure within the City of Cocoa wastewater collection system. A hydraulic model analysis of the wastewater collection system reveals a deficiency in this section which can be resolved by extending the force main from U.S. Highway No.1 to Clearlake Road, creating a circular flow path. During design, it was determined to be beneficial in construction costs to

incorporate a reclaimed water line extension into the same project. The goal is to increase operational flexibility in the wastewater collection system and to improve flow and pressure in the reclaimed system. The optimal scenario selected for design consists of the extension of 3,000 Linear Feet of 10-Inch PVC force main from U.S. Highway No.1 to Clearlake Road. This plan also includes the reuse main extension consisting of 123 Linear Feet of 4-Inch PVC, 1310 Linear Feet of 6-Inch PVC, and 210 Linear Feet of 12-Inch DIP from U.S. Highway No.1 to Clearlake Road.

On November 22, 2019, the City of Cocoa, in accordance with the City's "Agreement for Utilities General Construction Contractor" entered into on February 12, 2013, solicited quotes for the project known as "Michigan Avenue Force Main and Reuse Main Extension" from four (4) contractors. The lowest and best quote was submitted by Atlantic Development of Cocoa, Inc. in the amount of $984,548.82.

Staff is requesting City Council approval of Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension project as a multi-year contract from FY2020 through FY2021.

Staff is also requesting that City Council approve an additional $98,454.88 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue forward without delays.

The additional $98,454.88 Construction Contingency Budget will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval, and subsequently added to the purchase order.

The City budgeted $695,914 for the construction of the Michigan Avenue Force Main and Reuse Main Extension under Account Number 426-4055-536.63-00, WS17MI. $52,755 of the budget has been utilized for services during construction. A Budget Adjustment Form (BAF) for $439,845 is necessary to allocate additional dollars for construction from Project No. WS1201 Pipe Assessment and Infrastructure specifically to Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI.

Contractor Bid	$984,548.82
Construction Contingency	$98,454.88 (10%)
Total Project Cost:	$1,083,003.70

Staff recommends approval of Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI.

Agenda # 20-21, is related to Project WS17MI and includes a future Task Order for Construction Services related to this project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Multi-Year Contract	Yes
Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes

Budget Adjustment # 20-028-P

Amount Requested	($439,845)
Account Number	426-4055-536.63-00, WS1201
Account Name	Infrastructure
Amount Requested	$439,845
Account Number	426-4055-536.63-00, WS17MI
Account Name	Infrastructure

Task Order 2020-27	$984,548.82
Project Contingency 10%	$98,454.88
Total	$1,083,003.70

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Task Order 2020-27 with Atlantic Development of Cocoa, Inc. for the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, in the amount of $984,548.82; Approve as a Multi-Year Contract from FY2020 through FY2021; Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $98,454.88 (10% of the Contract Amount) for a Total Project Cost of $1,083,003.70; Approve BAF # 20-028-P and a Resolution Amending the FY2020 Budget.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8019144&GUID=574279A6-00C1-4E8F-B519-ED9E6FAE3A68* is a secure document that has been embedded in this document. Double click the pushpin to view.



SECTION 00300
QUOTE FORM
Michigan Avenue Force Main and Reuse Main Extension
City of Cocoa

Proposal of Atlantic Development of Cocoa, Inc.
(Name)
2185 West King Street, Cocoa, FL 32926
(Address)

to furnish all materials, service, equipment, and labor required, for Michigan Avenue Force Main and Reuse Main Extension as specified in the quote documents and in accordance with the Agreement for Utilities General Construction Contractor.

The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

TOTAL QUOTE	$ 984,548.82

Nine Hundred Eighty Four Thousand Five Hundred Forty Eight Dollars and Eighty Two Cents Dollars
(Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the work with an adequate force and equipment within thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order and substantially complete all work within two hundred and seventy (270) days of Notice to Proceed or Purchase Order. 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 two hundred and fifty dollars ($250.00) per calendar day.

2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

Atlantic Development of Cocoa, Inc.
(Company or Corporation Name)

2185 West King Street
(Street or P.O. Box)

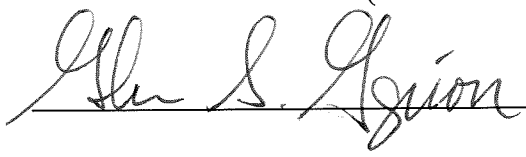
Cocoa, Florida 32926
(City, State and Zip Code)

(321) 639-8788
(Area Code and Phone Number)

(321) 632-3655
(Area Code and Fax Number)

ggrignon@atlanticdevelopmentofcocoa.com
(Email Address)

By: Glenn Grignon - Vice President
(Name Printed and Title)


(Signature)

SECTION 00330
LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful quoter shall not substitute subcontractors without approval from the Engineer.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
Milling & Paving	Name : VA Paving	1.
	Address: PO Box 1046	2.
	City: Cocoa	
	State: Florida zip: 32923	
	Phone: (321) 636-2565	3.
Survey	Name: Morgan & Associates	1.
	Address : 504 N. Habour City Blvd.	2.
	City : Melbourne	
	State: Florida zip: 32935	
	Phone: (321) 751-6088	3.
Directional Drill	Name: YCOM (Young's Communication)	1.
	Address : 424 West Dr.	2.
	City : Melbourne	
	State: Florida zip: 32904	
	Phone: (321) 723-6025	3.
Jack-N-Bore	Name: Central FL. Underground	1.
	Address : 990 Miller Dr.	2.
	City : Altamonte Springs	
	State: Florida zip: 32701	
	Phone: (407) 260-9000	3.
M.O.T.	Name: Flash-Rite Inc.	1.
	Address : 115 Atlantic Dr.	2.
	City : Maitland	
	State: Florida zip: 32751	
	Phone: (407) 834-0408	3.

SECTION 00675

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	UNIT	UNIT COST	EXTENDED COST
A		Trench Box	EA	2	3,500.00	7,000.00
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Atlantic Development of Cocoa, Inc.
Name of Firm

Authorized Signature

Date: December 19, 2019

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

Utility Construction
Michigan Avenue Forcemain &
Reuse Main Extension

Date: 12/10/2019

ADDENDUM #1

1. **Question:** Can we direct bore the entire job?

   Response: No. Much of the job is on a super steep slope, depth on the bore would be extreme.

2. **Question:** Separate line item for import fill for where it's sloped?

   Response: No; Include pricing in piping line item

3. **Question:** Is entire pipe run to be restrained?

   Response: Yes the entire forcemain run is to be restrained.

4. **Question:** Is reuse to be entirely restrained also?

   Response: Reuse main to be restrained per chart in plans.

5. **Question:** Reuse Bac-T and chlorinated?

   Response: The City spec's require chlorination and Bac-T testing. We have created a separate line item on the revised bid form (attached). Please provide a price for this item. The item may be waived by the City during the construction process.

6. **Question:** Is all pipe to be pigged?

   Response: Yes.

7. **Question:** Bid Item #12 - Concrete Class I MISC. Should this be CY vs. LS

   Response: The unit designation has been corrected and a revised bid form is attached for use in submitting your bid.

8. **Question:** Are linestops required if allowed to wet tap the forcemain?

   Response: No Linestops. Will do a wet tap. The chart in the plans is hereby amended to remove item 3 ("Install Two Line Stops") and replace with "3 Temporary shut off forcemain gate valve at SW corner of intersection". Also, replace "gate valve" in item 4 with "Insert a valve".

9. **Question:** In lieu of cutting in a 10" tee at the forcemain connection at Clearlake Rd can the existing forcemain be tapped instead?
   Response: Wet tap is preferred.

10. **Question:** Has there been discussions with DOT on the tap to close the road?
    Response: FDOT will not allow road closure. Address at pre-con with DOT whether a build a box will be required based on if excavation is required below 4ft.

11. **Question:** Who owns NW property at US1 and Michigan & can it be used as a laydown/storage area?
    Response: To be addressed in a following addendum.

12. **Question:** Was the FEC $1,200 per day railroad inspector fee included?
    Response: The attached bid form has been amended to provide an "Allowance" line item for up to 5 days of FEC Inspector at $1,200.00/day. Contractor is responsible for all scheduling and coordination. Contractor will be paid only for actual costs incurred with FECRR, as documented by submittal of paid invoices. No Contractor mark-up is allowed for this item.

13. **Question:** Will density testing be billed directly to Cocoa or directly to contractor?
    Response: The enclosed bid form has been revised to include Construction Testing by the Contractor, via $20,000 allowance. Contractor must use a local testing company suitable to the City. Concrete cylinder testing, asphalt testing, and densities (at 150 max. spacing) must be provided in accordance with the specifications. Contractor will be paid only for actual costs incurred, as documented by submittal of paid invoices. No Contractor mark-up is allowed for this item.

14. **Question:** Two pipes inside the casing at jack and bore, should pipes be stacked vertically instead of horizontally for constructability?
    Response: Yes, the pipes can be stacked vertically.

15. **Question:** Any lane closure restrictions on Michigan from the county, time-wise?
    Response: Refer to County permit for Michigan Ave. restrictions. There appears to be no specific restrictions.

16. **Question:** Any soil borings?

Response: Soil borings are located in the specifications following the FEC report.

17. **Question:** Are bid bonds required?

    Response: To be addressed in a following addendum.

18. **Question:** Can we use above-ground air release valve vaults?

    Response: No. Below-ground as per City of Cocoa Technical Provisions.

19. **Question:** Is there an engineer's estimate?

    Response: Yes.

20. **Question:** Will there be a maintenance bond?

    Response: Yes, per Div. 0, Article 30 (pg.20) a two (2) year warranty/maintenance bond is required. The bid form enclosed has been revised to include this item.

21. **Question:** When will project be awarded?

    Response: Aiming to be awarded sometime in February dependent on when bids are approved by Council.

Utility Construction
Michigan Avenue Forcemain &
Reuse Main Extension

Date: 12/19/2019

ADDENDUM #2

11. Question: Who owns NW property at US1 and Michigan & can it be used as a laydown/storage area?

Response: The property, 2019 N Cocoa Blvd. Cocoa, FL 32922, is owned by the City of Cocoa. The property can be used as a laydown area on the premise that it is returned to existing or better conditions upon project completion.

17. Question: Are bid bonds required?

Response: No bid bond is required.

Bid Form - Michigan (Force Main & Reuse Main Extension)

BMEG File # 379115-bf

Rev: 12/10/19

Item #	Item	Qty	Un	Written Unit Cost ($)	Un. Cost ($)	Ext. Cost ($)
1	Mobilization	1	LS	Thirty Seven Thousand Six Hundred Dollars and No Cents	$37,600.00	$37,600.00
2	Pre & post construction video	1	LS	Five Thousand Dollars and No Cents	$5,000.00	$5,000.00
3	Record drawings	1	LS	Thirty Eight Thousand Eight Hundred Twenty Five Dollars and No Cents	$38,825.00	$38,825.00
4	Maintenance of traffic	1	LS	Twenty Eight Thousand Eight Hundred Fifty Dollars and No Cents	$28,850.00	$28,850.00
5	Erosion control	1	LS	Five Thousand Five Hundred Dollars and No Cents	$5,500.00	$5,500.00
6	Clearing and grubbing	1	LS	Fifteen Thousand Dollars and No Cents	$15,000.00	$15,000.00
7	Flowable Fill	20	CY	Five Hundred Fifty Five Dollars and No Cents	$555.00	$11,100.00
8	Optional base, base group 09, 10"	20	SY	One Hundred Dollars and No Cents	$100.00	$2,000.00
9	Milling exist. asphalt pvmt., 1.5" avg. depth	180	SY	Forty Five Dollars and Sixty Cents	$45.60	$8,208.00
10	Superpave asph. Traf C, SP-12.5 PG76-22 PMA	4	TN	Four Hundred Twenty Five Dollars and No Cents	$425.00	$1,700.00
11	Asph. friction course, FC-12.5, PG 76-22, PMA	15	TN	Five Hundred Forty Dollars and No Cents	$540.00	$8,100.00
12	Concrete class I, misc. (continency)	1	CY	Five Hundred Dollars and No Cents	$500.00	$500.00
13	Concrete curb and gutter, Type F	50	LF	Fifty Eight Dollars and No Cents	$58.00	$2,900.00
14	Concrete curb, type D	40	LF	Fifty Dollars and No Cents	$50.00	$2,000.00
15	Concrete sidewalk, 6" thick w/fiber	26	SY	Fifty Two Dollars and Fifty Cents	$52.50	$1,365.00
16	Concrete driveway, 6" w/fiber	85	SY	Eighty Four Dollars and Twenty Five Cents	$84.25	$7,161.25
17	Detectable warnings, cast-in-place	20	SF	Seventy Five Dollars and No Cents	$75.00	$1,500.00
18	Sod, Bahia	2,750	SY	Three Dollars and Forty Five Cents	$3.45	$9,487.50
19	Signing and pavement markings	1	LS	Eight Thousand Five Hundred Dollars and No Cents	$8,500.00	$8,500.00
20	2-Year warranty / maintenance bond	1	LS	Nine Thousand Five Hundred Seventy Five Dollars and Eighty Cents	$9,575.80	$9,575.80
21	FEC RR inspector (allowance)	1	LS	Six Thousand Dollars and No Cents	$6,000.00	$6,000.00
22	Construction testing (allowance)	1	LS	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00

Force Main						
23	10" PVC, including restraints	2,355	LF	Seventy Eight Dollars and Fifty Cents	$78.50	$184,867.50
24	10" Fusible PVC, direct bore	485	LF	One Hundred Thirty Five Dollars and No Cents	$135.00	$65,475.00
25	10" Restrained joint DIP	160	LF	One Hundred Sixty Eight Dollars and Eighty Five Cents	$168.85	$27,016.00
26	Jack and bore 36" steel casing	120	LF	One Thousand Two Hundred Forty Nine Dollars and Fifty Cents	$1,249.50	$149,940.00
27	Forcemain fittings	1.023	TN	Forty Five Thousand Seven Hundred Five Dollars and No Cents	$45,705.00	$46,756.22
28	10" Gate valve	7	EA	Five Thousand Five Hundred Dollars and No Cents	$5,500.00	$38,500.00
29	10" Inserta valve	1	EA	Thirty Thousand Five Hundred Dollars and No Cents	$30,500.00	$30,500.00
30	2" Vac/air assembly	4	EA	Ten Thousand Two Hundred Fifty Dollars and No Cents	$10,250.00	$41,000.00
31	3M marker balls (forcemain)	70	EA	Fifty Five Dollars and No Cents	$55.00	$3,850.00
Reuse Main						
32	4" PVC, including restraints	20	LF	Eighty Five Dollars and No Cents	$85.00	$1,700.00
33	6" PVC, including restraints	1,145	LF	Forty Five Dollars and No Cents	$45.00	$51,525.00
34	4" Fusible PVC, direct bore	103	LF	Fifty One Dollars and Fifty Cents	$51.50	$5,304.50
35	6" Fusible PVC, direct bore	165	LF	Sixty One Dollars and Sixty Five Cents	$61.65	$10,172.25
36	12" Restrained joint DIP	210	LF	One Hundred Eighty Dollars and No Cents	$180.00	$37,800.00
37	4" Gate valve	1	EA	Three Thousand Eight Hundred Fifty Dollars and No Cents	$3,850.00	$3,850.00
38	6' Gate valve	3	EA	Four Thousand Three Hundred Fifty Dollars and No Cents	$4,350.00	$13,050.00
39	12" Gate valve	2	EA	Seven Thousand Four Hundred Dollars and No Cents	$7,400.00	$14,800.00
40	6"x4" Tapping sleeve & vlave	1	EA	Six Thousand Eight Hundred Dollars and No Cents	$6,800.00	$6,800.00
41	Reuse fittings	0.318	TN	Forty One Thousand One Hundred Dollars and No Cents	$41,100.00	$13,069.80
42	3M marker balls (reuse)	40	EA	Fifty Five Dollars and No Cents	$55.00	$2,200.00
43	Ruse line chlorination / testing	1	LS	Five Thousand Five Hundred Dollars and No Cents	$5,500.00	$5,500.00
	Total Bid			Nine Hundred Eighty Four Thousand Five Hundred Forty Eight Dollars and Eighty One Cents		$984,548.82

CITY OF COCOA

QUOTE TABULATION SHEET

BID DUE DATE: Friday, December 20th, 2019 3:00 P.M.

BOND PROJECT NUMBER: WS17MI - Michigan Avenue Force Main and Reuse Main Extension

VENDOR	00300 Bid Form TOTAL BASE BID	Bid Form Attached	00330 Listing of Subcontractors	00675 Florida Trench Safety Act Certification And Discharge Statement Mandatory	Receipt of Addendum #1	Receipt of Addendum #2
Atlantic Development of Cocoa, Inc. 2185 West King Street Cocoa,FL 32926	$984,548.82	Y	Y	Y	Y	Y
Maxwell Contracting, Inc. P.O. Box 820 Cocoa, Florida 32923 -0820	$1,019,929.00	Y	Y	Y	Y	Y
GUNNstruction, Inc. 350 Tangerine Ave., Suite #1 Meritt Island, FL 32953	Did Not Quote					
Jobear Contracting, Inc. 1951 Danr Dr. Palm Bay, FL 32906	Did Not Quote					

RESOLUTION NO. 2020-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 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 22nd day of January, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-028-P

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 426-4055 | DATE PREPARED: 12/30/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 439,845)	426-4055-536.63-00	WS1201	INFRASTRUCTURE	$ 18,567,036	$ 37,566,855	$ 37,127,010	$ 36,389,145
$ 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
($ 439,845)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 439,845	426-4055-536.63-00	WS17MI	INFRASTRUCTURE	$ 18,567,036	$ 38,006,700	$ 38,446,545	$ 36,828,990
$ 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
$ 439,845	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project WS17MI consists of the extension of 3,000 Linear Feet of 10-Inch PVC force main from U.S. Highway No.1 to Clearlake Road and the extension of 123 Linear Feet of 4-Inch PVC, 1310 Linear Feet of 6-Inch PVC, and 210 Linear Feet of 12-Inch DIP reuse main from U.S. Highway No.1 to Clearlake Road. Bid results came in higher than what was budgeted. Additional funds needed for project budget.
Agenda File ID #20-18

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/22/20 *RESOLUTION #:* 2020-005

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

12/30/19	Peter Davis Digitally signed by Peter Davis Date: 2019.12.30 16:15:16 -05'00'	1/8/20	Lea Taylor Digitally signed by Lea Taylor Date: 2020.01.08 09:25:40 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/30/19	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2019.12.30 16:30:00 -05'00'	1/9/20	Lora Howell Digitally signed by Lora Howell Date: 2020.01.09 10:32:43 -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 10/2/19 - IT

RESOLUTION NO. 2020-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE MICHIGAN AVENUE FORCE MAIN AND REUSE MAIN EXTENSION, PROJECT NO. WS17MI IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT (10%) 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 22, 2020, the City Council authorized the City Manager to proceed with the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, 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 Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $984,548.82 and allows for a 10% contingency in the amount of $98,454.88 set aside for possible change orders, for a total of $1,083,003.70 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 this 22nd day of January, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-21	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	12/30/2019		**In control:**	City Council	
On agenda:	1/22/2020		**Final action:**		
Title:	To Approve Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. for Engineering Services During Construction (SDC) of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI; To Approve as a Multi-Year Contract from FY2020 through FY2021. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. (2020-14) BUSSEN $52755.00 (12-03-2019) UT.pdf T.O. Proposal (2020-14) BUSSEN-MAYER $52,755.00 (12-03-2019) UT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2019
Agenda Date: January 22, 2020
Prepared By: Peter Davis, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. for Engineering Services During Construction (SDC) of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI; To Approve as a Multi-Year Contract from FY2020 through FY2021

BACKGROUND:

The Utilities Department Engineering Division staff has identified the existing force main along U.S. Highway No. 1 as a single point of failure within the City of Cocoa wastewater collection system. A hydraulic model analysis of the wastewater collection system reveals a deficiency in this section which can be resolved by extending the force main from U.S. Highway No.1 to Clearlake Road creating a circular flow path. During design, it was determined to be beneficial in construction costs to incorporate a reclaimed water line extension into the same project. The goal is to increase operational flexibility in the wastewater collection system and to improve flow and pressure in the reclaimed system. The optimal scenario selected for design consists of the extension of 3,000 Linear Feet of 10-Inch PVC force main from U.S. Highway No.1 to Clearlake Road. This plan also includes the reuse main extension consisting of 123 Linear Feet of 4-inch PVC, 1310 Linear Feet of 6-inch PVC, and 210 Linear Feet of 12-inch DIP from U.S. Highway No.1 to Clearlake Road.

Staff is requesting City Council approval of Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. as a multi-year contract from FY2020 through FY2021 to provide engineering services

during the construction phase of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI. Under this task, Bussen-Mayer will attend a preconstruction conference with the applicable utilities companies, review and approve shop drawings and material submittals, assist with underground utility location coordination and conflict assessment in association with utility companies, complete general routine site visits and inspection, provide “specific event” inspections, file the NPDES notification at the commencement of construction, monitor erosion control measures pursuant to the Storm Water Pollution Prevention Plan (SWPPP), attend regularly scheduled progress meetings and field meetings, evaluate quantities and provide certification or approval of monthly pay requests, assist in addressing RAI’s, review as-built drawings for compliance with approved plans and permits, attend the final inspection of the project in conjunction with the appropriate agencies and the contractor, and assist with developing a punch list of construction deficiencies.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Multi-Year Contract	Yes
Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$52,755
Account Number	426-4055-536.63-00, WS17MI
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond
TOTAL COST FOR MULTI YEAR CONTRACT:	$52,755

PREVIOUS ACTION:

On March 28, 2017, City Council approved Task Order 2017-29 with Bussen-Mayer Engineering Group, Inc. to provide surveying, design, and permitting services required for bidding and construction of the Michigan Avenue Force Main Extension.

On August 14, 2018, City Council approved Amendment #1 to Task Order 2017-29 to incorporate a reclaimed water main extension into the Michigan Avenue Force Main Extension.

RECOMMENDED MOTION:

To Approve Task Order 2020-14 with Bussen-Mayer Engineering Group, Inc. for Engineering Services During Construction (SDC) of the Michigan Avenue Force Main and Reuse Main Extension, Project No. WS17MI; To Approve as a Multi-Year Contract from FY2020 through FY2021.

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Bussen - Mayer Engineering Group, Inc.

December 2, 2019

Kevin Joseph, E.I., Utilities Associate Engineer
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922
(via email kjoseph@cocoafl.org)

RE: MICHIGAN AVENUE FORCEMAIN AND REUSE EXTENSION
CONSTRUCTION PHASE SERVICES
BUSSEN-MAYER PROJECT NUMBER: 379115B

Dear Mr. Joseph:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this Task Order proposal under our Continuing Consultant Contract with the City of Cocoa Utilities Department (CCUD), for professional engineering and consulting services relating to the above referenced project. This project consists of approximately;

- 160 linear feet of 10" DIP force main and 210 linear feet of 12" DIP reuse main via jack and bore inside 120 linear feet of 36" steel casing constructed on the north side of Michigan Avenue within FEC right-of-way;
- 320 linear feet of 10" Fusible PVC force main constructed via direct bore at Clearlake Road;
- 165 linear feet of 10" Fusible PVC force main constructed via direct bore on Michigan Avenue;
- 103 linear feet of 4" Fusible PVC reuse main constructed via direct Bore at University Drive;
- 165 linear feet of 6" Fusible PVC reuse main constructed via direct bore on Michigan Avenue.
- 2,355 linear feet of 10" PVC force main constructed along Michigan Avenue;
- 1,145 linear feet of 6" PVC reuse main constructed along Michigan Avenue;

Engineering design and permitting services have been provided by BMEG under separate agreement. Construction documents have been provided, including the required site construction permits. This proposal generally provides engineering and inspection services required by the City during completion of the construction phase of the project.

Based on this information, we propose to provide the following specific scope of services in a timely fashion:

A. <u>CONSTRUCTION SERVICES:</u>

1. We will attend a Preconstruction Conference with the applicable utilities companies, the Contractor and CCUD staff. We will also attend the FDOT Pre-Construction Conference and the Brevard County Pre-Construction Conference.

2. We will review and approve (or redline) shop drawings and material submittals as required for the project.

3. We will assist the City and Contractor with underground utility location coordination and conflict assessment in association with utility companies during the course of construction.

4. We will complete general routine site visits and inspections during the course of major utility construction activities, in order to review the progress and quality of the work, review maintenance of traffic measures, confirm compliance with permitting requirements, and provide construction coordination assistance to the Contractor and City. It is anticipated that construction inspections and site visits will occur on average two (2) times per week during active construction periods and will average approximately 2 to 3 hours per inspection.

5. We will provide “specific event” inspections for significant/complex construction tasks associated with the project, such as the bore and jack operation under the railway, the direct bore and work in FDOT right-of-way for Clearlake Road, project intersections and other areas of concern.

6. We will file the NPDES notification at the commencement of construction (if required). Contractor is responsible for weekly inspections, log book, and maintenance of erosion control measures.

7. We will monitor erosion control measures pursuant to the stormwater pollution plan and provide recommendations and coordination within the City and contractor.

8. We will attend regularly scheduled progress meetings and field meetings (if necessary) with the City and Contractor to assist in the efficient completion of the project.

9. We will evaluate quantities and provide certification or approval of monthly pay requests from Contractor.

10. We will assist the City in addressing Contractor RAI’s during the course of construction.

11. Upon receipt of certified as-built drawings prepared and provided by the Contractor's registered land surveyor, we will complete a final inspection and review the as-built drawings for compliance of the approved plans and permits and make appropriate written comments as necessary. Upon substantial completion of the project in conformance with the approved plans and permits and upon receipt of the final certified as-built drawings revised per comments as referenced above, along with receipt of a passing pressure test, and applicable construction testing, we will provide final certifications for the project to the appropriate involved agencies (FDEP/ Brevard County/ FDOT).

12. We will coordinate with the City and attend the final inspection of the project in conjunction with the appropriate agencies and the Contractor. We will assist the City with developing a punchlist of construction deficiencies by the Contractor and assist in pursuing final acceptance and clearance as required.

We have based this proposal based on the following assumptions and conditions;

1. Construction testing is not included. A qualified geotechnical testing lab is required (by contractor) per spec's.

2. Construction surveying, layout, or as-built preparation is not included.

3. It is assumed the project will commence within 90 days of the date of this proposal and be complete within 10 months thereafter.

Our proposed lump sum fees for providing the above described services would be as follows:

A. CONSTRUCTION PHASE SERVICES $52,755.00

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **BUSSEN-MAYER ENGINEERING GROUP, INC**. will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master contract approved by the City of Cocoa on June 12, 2017 for engineering design, permitting and

services for construction of utility conveyance system upgrades and expansions, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

cc: Kristoffer Smith, E.I.

Exhibit "A"

Man-Hour Breakdown Estimate-Basic Scope

MICHIGAN AVE. CONSTRUCTION PHASE SERVICES

BMEG# 379115A

12/2/19

	Hours	Rate	Subtotal		
A. CONSTRUCTION PHASE SERVICES					
1. Pre-Construction Meeting					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	3.00	$ 115	$ 345		
			Subtotal	$	615
2. Review and Approve shop drawings/submittals					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	4.00	$ 115	$ 460		
Engineering Technician	18.00	$ 85	$ 1,530		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	2,440
3. Underground utility coordination					
Project Engineer	3.00	$ 135	$ 405		
Project Manager	3.00	$ 115	$ 345		
Construction Inspector	12.00	$ 65	$ 780		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	1,710
4. Site Visits/Inspections					
Project Engineer	12.00	$ 135	$ 1,620		
Project Manager	18.00	$ 115	$ 2,070		
Engineering Technician/Inspector	164.00	$ 85	$ 13,940		
Office Assistant	36.00	$ 45	$ 1,620		
			Subtotal	$	19,250
5. Specific Location Inspections					
Project Engineer	16.00	$ 135	$ 2,160		
Project Manager	4.00	$ 115	$ 460		
Engineering Technician/Inspector	64.00	$ 85	$ 5,440		
			Subtotal	$	8,060

6. NPDES NOI					
Project Engineer	1.00	$ 135	$ 135		
Project Manager	1.00	$ 115	$ 115		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$	340
7. Erosion Control Monitoring					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	2.00	$ 115	$ 230		
Construction Inspector	12.00	$ 65	$ 780		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$	1,370
8. Progress/Site Meetings					
Project Engineer	20.00	$ 135	$ 2,700		
Project Manager	20.00	$ 115	$ 2,300		
Construction Inspector	40.00	$ 65	$ 2,600		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	7,780
9. Review monthly draw requests					
Project Engineer	10.00	$ 135	$ 1,350		
Project Manager	10.00	$ 115	$ 1,150		
Construction Inspector	20.00	$ 65	$ 1,300		
			Subtotal	$	3,800
10. Contractor RAI's					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	8.00	$ 115	$ 920		
Engineering Technician	16.00	$ 85	$ 1,360		
AutoCAD Technician	16.00	$ 70	$ 1,120		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	4,390
11. Final Certifications					
Project Engineer	4.00	$ 135	$ 540		
Project Manager	4.00	$ 115	$ 460		
Engineering Technician	4.00	$ 85	$ 340		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$	1,430
11. Final Inspection/City Acceptance					
Project Engineer	4.00	$ 135	$ 540		
Project Manager	4.00	$ 115	$ 460		
Engineering Technician	4.00	$ 85	$ 340		
AutoCAD Technician	2.00	$ 70	$ 140		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$	1,570
			ENGINEERING SERVICES TOTAL	**$**	**52,755**
			TASK ORDER SERVICES TOTAL		**$52,755**

Legislation Details (With Text)

File #:	20-28	**Version:**	1	**Name:**	December, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/31/2019			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 12/31/2019. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.19 thru 12.31.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 31, 2019
Agenda Date:	January 22, 2020
Prepared By:	Diane Kozlak, Senior Buyer
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 12/31/2019**.**

BACKGROUND:

The following reports for the period October 01, 2019 through December 31, 2019 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-19 thru 12-30-19

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 20

City Manager = 10

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-19 thru 12-30-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP

10 **Purchase Order Approved by City Manager**

Prepared by Purchasing 12/31/2019

Purchase Order Approvals 10-01-19 thru 12-30-19
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 12/31/2019

Purchase Order Approvals 10-01-19 thru 12-30-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 12/31/2019

Legislation Details (With Text)

File #:	20-47	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/14/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classicication December 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2020
Agenda Date: January 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending December 2019 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This December 2019 (FY20) 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 four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, 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 four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B 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 2020 Budget by Classification Report - Summary Listing

12/31/2019

Target for December 2019 is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 5,227,921	$ 4,457,004	54%
OTHER PERMITS AND FEES	$ 4,566,282		$ 2,477,591	$ 2,088,691	54%
INTERGOVERNMENTAL	$ 2,252,924		$ 602,766	$ 1,650,158	27%
CHARGES FOR SERVICES	$ 12,080,557		$ 2,925,697	$ 9,154,860	24%
FINES AND FORFEITURES	$ 20,930		$ 3,945	$ 16,985	19%
MISCELLANEOUS	$ 1,169,588		$ 315,588	$ 854,000	27%
OTHER SOURCES (NON-REVENUE)	$ 10,632,362		$ 2,089,743	$ 8,542,619	20%
REVENUE TOTALS	**$ 40,407,568**		**$ 13,643,251**	**$ 26,764,317**	**34%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,958,697	$ 1,301	$ 5,073,511	$ 19,883,885	20%
OPERATING EXPENDITURES	$ 11,685,725	$ 3,527,148	$ 2,230,315	$ 5,928,262	49%
CAPITAL OUTLAY	$ 779,169	$ 326,781	$ 101,649	$ 350,739	55%
GRANTS, AIDS AND OTHER	$ 2,983,977	$ -	$ 1,228,358	$ 1,755,619	41%
EXPENSE TOTALS	**$ 40,407,568**	**$ 3,855,230**	**$ 8,633,833**	**$ 27,918,505**	**31%**
REVENUE TOTALS	**$ 40,407,568**	**$ -**	**$ 13,643,251**	**$ 26,764,317**	**34%**
EXPENSE TOTALS	**$ 40,407,568**	**$ 3,855,230**	**$ 8,633,833**	**$ 27,918,505**	**31%**
	$ -	**$ (3,855,230)**	**$ 5,009,418**	**$ (1,154,188)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	3,000,000	4,221,444.84	141	4,000,000	4,285,771.25	107	6,216,058	1,930,286.75
20 00	DELINQUENT TAXES	0	1,966.65		0	2,114.96		14,999	12,884.04
25 00	PENALTIES RE: TAXES	0	2,326.75		0	3,060.53		5,000	1,939.47
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	3,000,000	4,225,738.24	141	4,000,000	4,290,946.74	107	6,436,057	2,145,110.26
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,916	69,666.88	149	140,748	110,748.55	79	563,001	452,252.45
312 **	SALES USE AND FUEL TAXES	46,916	69,666.88	149	140,748	110,748.55	79	563,001	452,252.45
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	138,110.24	111	375,000	460,646.16	123	1,500,000	1,039,353.84
30 00	WATER-COCOA	29,972	27,517.90	92	89,916	87,547.31	97	359,667	272,119.69
40 00	GAS	1,433	2,529.11	177	4,299	2,529.11	59	17,200	14,670.89
80 00	PROPANE	1,666	2,150.84	129	4,998	3,172.41	64	20,000	16,827.59
314 **	UTILITY SERVICE TAX	158,071	170,308.09	108	474,213	553,894.99	117	1,896,867	1,342,972.01
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	52,000	59,801.45	115	156,000	158,775.93	102	624,000	465,224.07
315 **	COMMUNICATION SERVICE TAX	52,000	59,801.45	115	156,000	158,775.93	102	624,000	465,224.07
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	2,452.12	18	41,250	113,554.64	275	165,000	51,445.36
316 **	LOCAL BUSINESS TAX	13,750	2,452.12	18	41,250	113,554.64	275	165,000	51,445.36
310 ***	TAXES	3,270,737	4,527,966.78	138	4,812,211	5,227,920.85	109	9,684,925	4,457,004.15
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	19,833	22,002.50	111	59,499	115,316.75	194	238,000	122,683.25
10 00	TRAINING SURCHARGE	66	.00		198	443.38	224	800	356.62
322 **	BUILDING PERMITS	19,899	22,002.50	111	59,697	115,760.13	194	238,800	123,039.87
323	FRANCHISE FEES								
10 00	ELECTRICITY	109,955	260,203.19	237	329,865	386,539.92	117	1,319,469	932,929.08
40 00	GAS	2,900	3,014.63	104	8,700	3,014.63	35	34,800	31,785.37
70 00	SOLID WASTE	15,641	16,072.00	103	46,923	48,930.54	104	187,703	138,772.46
323 **	FRANCHISE FEES	128,496	279,289.82	217	385,488	438,485.09	114	1,541,972	1,103,486.91
325	SPECIAL ASSESSMENT								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 *	SERVICE	0	.00		0	.00		0	.00
22 01	CHARGES FOR PUBLIC SVCS	1,000,000	1,883,484.83	188	1,620,000	1,914,526.12	118	2,620,000	705,473.88
22 02	DELINQUENT TAX	166	166.82	101	498	176.46	35	2,000	1,823.54
22 03	PENALTIES	0	26.95		0	123.10		2,000	1,876.90
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	1,000,166	1,883,678.60	188	1,620,498	1,914,825.68	118	2,774,000	859,174.32
325 **	SPECIAL ASSESSMENT	1,000,166	1,883,678.60	188	1,620,498	1,914,825.68	118	2,774,000	859,174.32
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	2,275.00	273	2,499	6,740.00	270	10,000	3,260.00
35 00	FIRE INSPECTIONS	125	680.00	544	375	1,780.00	475	1,510	270.00-
329 **	OTHER PERMITS & FEES	958	2,955.00	309	2,874	8,520.00	297	11,510	2,990.00
320 ***	OTHER PERMITS & FEES	1,149,519	2,187,925.92	190	2,068,557	2,477,590.90	120	4,566,282	2,088,691.10
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		39,000	26,000.00	67	156,000	130,000.00
20 05	DEPT OF JUSTICE GRANTS	0	.00		0	24,879.00		22,166	2,713.00-
20 12	BULLET PROOF GRANT	0	.00		0	.00		10,507	10,507.00
20 15	VICTIMS OF CRIME ACT GRNT	10,574	.00		31,722	.00		126,896	126,896.00
20 16	INTERNET CRIMES GRANT	833	.00		2,499	.00		10,000	10,000.00
20 *	PUBLIC SAFETY	11,407	.00		73,221	50,879.00	70	325,569	274,690.00
50 01	FEMA DISASTER RELIEF	0	.00		0	73,972.58		0	73,972.58-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	73,972.58		0	73,972.58-
331 **	FEDERAL GRANTS	11,407	.00		73,221	124,851.58	171	325,569	200,717.42
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	22,500	.00		22,500	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	22,500	.00		22,500	.00		45,000	45,000.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	4,109.59		0	4,109.59-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	4,109.59		0	4,109.59-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	4,109.59		0	4,109.59-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	43,703	46,054.96	105	131,109	138,164.88	105	524,436	386,271.12
12	20	8TH CNT MUNICIPAL GAS TAX	13,605	13,486.03	99	40,815	40,458.09	99	163,268	122,809.91
12	*	STATE REVENUE SHARING	57,308	59,540.99	104	171,924	178,622.97	104	687,704	509,081.03
14	00	MOBILE HOME LICENSES	1,833	4,606.29	251	5,499	9,325.25	170	22,000	12,674.75
15	00	ALCOHOLIC BEVERAGE	0	.00		0	1,922.80		21,717	19,794.20
18	00	LOCAL GOVERNMENT 1/2 CENT	92,494	95,465.33	103	277,482	276,204.76	100	1,109,934	833,729.24
21	00	FIREFIGHTER SUPPLEMENTAL	4,000	.00		4,000	.00		16,000	16,000.00
41	00	FUEL TAX REFUNDS	0	7,728.72		6,250	7,728.72	124	25,000	17,271.28
335	**	STATE SHARED REVENUES	155,635	167,341.33	108	465,155	473,804.50	102	1,882,355	1,408,550.50
330	***	INTERGOVERNMENTAL REVENUE	189,542	167,341.33	88	560,876	602,765.67	108	2,252,924	1,650,158.33
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	528,666	528,667.00	100	1,585,998	1,586,001.00	100	6,343,999	4,757,998.00
31	00	ADMIN FEES STORMWATER	14,350	14,350.00	100	43,050	43,050.00	100	172,205	129,155.00
40	00	CERTIFY/COPY/SEARCH	8,000	12,005.70	150	24,000	24,516.43	102	96,000	71,483.57
90	12	PASSPORT EXECUTION FEES	341	455.00	133	1,023	805.00	79	4,100	3,295.00
341	**	GENERAL GOVERNMENT	551,357	555,477.70	101	1,654,071	1,654,372.43	100	6,616,304	4,961,931.57
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	.00		7,500	105.00	1	30,000	29,895.00
90	00	OTHER PUBLIC SAFETY	0	.00		0	500.00		0	500.00-
90	01	FALSE ALARM FEES	925	780.00	84	2,775	2,470.00	89	11,100	8,630.00
90	*	OTHER PUBLIC SAFETY	925	780.00	84	2,775	2,970.00	107	11,100	8,130.00
342	**	PUBLIC SAFETY	3,425	780.00	23	10,275	3,075.00	30	41,100	38,025.00
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,792	40,727.24	114	107,376	81,411.64	76	429,507	348,095.36
37	11	ROCKLEDGE	22,610	24,025.42	106	67,830	71,796.49	106	271,325	199,528.51
37	12	SUN LAKE	298	308.94	104	894	942.84	106	3,578	2,635.16
37	13	CLNY PK-M.I.UTIL CO.	160	161.88	101	480	481.64	100	1,929	1,447.36
37	16	COCOA BEACH	9,337	9,344.51	100	28,011	28,244.39	101	112,044	83,799.61
37	17	CAPE CANAVERAL	7,707	7,709.32	100	23,121	23,287.72	101	92,491	69,203.28
37	18	TITUSVILLE	336	351.12	105	1,008	1,058.40	105	4,032	2,973.60
37	*	WATER BILLING SERVICES	76,240	82,628.43	108	228,720	207,223.12	91	914,906	707,682.88

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 01	SERVICE CHARGES	30,827	29,274.80	95	92,481	105,837.45	114	369,924	264,086.55
39 03	ADMIN CHARGES	31,675	28,975.00	92	95,025	96,490.00	102	380,100	283,610.00
39 04	PENALTIES	70,572	72,598.98	103	211,716	207,119.04	98	846,873	639,753.96
39 05	NSF CHECKS	2,714	2,830.77	104	8,142	9,489.64	117	32,575	23,085.36
39 *	WATER OTHER INCOME	135,788	133,679.55	98	407,364	418,936.13	103	1,629,472	1,210,535.87
41 10	SOLID WASTE	164,908	158,522.84	96	494,724	482,332.94	98	1,978,903	1,496,570.06
41 20	RECYCLING REVENUE	18,065	17,836.16	99	54,195	54,384.43	100	216,789	162,404.57
41 30	GREEN WASTE	15,449	15,301.27	99	46,347	46,651.82	101	185,394	138,742.18
41 *	GARBAGE COLLECTION	198,422	191,660.27	97	595,266	583,369.19	98	2,381,086	1,797,716.81
45 10	BILLING FEE - WASTE MGMT	8,240	8,696.16	106	24,720	17,389.88	70	98,882	81,492.12
45 20	SALE-RECYCLEABLE MTRL	41	.00		123	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	8,696.16	105	24,843	17,389.88	70	99,382	81,992.12
90 01	FDOT MEDIAN MAINT	0	.00		13,084	.00		52,336	52,336.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		216,046	216,046.00
90 *	OTHER PHYSICAL ENVIRON	0	.00		13,084	.00		268,382	268,382.00
343 **	PHYSICAL ENVIRONMENT	418,731	416,664.41	100	1,269,277	1,226,918.32	97	5,293,228	4,066,309.68
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	690.49	21	9,999	10,868.72	109	40,000	29,131.28
39 11	TENANT MAINTENANCE FEES	100	.00		300	95.96	32	1,200	1,104.04
39 20	COCOA CIVIC CENTER	3,333	322.92	10	9,999	12,328.25	123	40,000	27,671.75
39 30	RIVERFRONT PARK	1,666	95.00	6	4,998	10,272.86	206	20,000	9,727.14
39 *	OTHER CULTURAL SERVICES	8,432	1,108.41	13	25,296	33,565.79	133	101,200	67,634.21
40 01	COCOA VILLAGE 10% GROSS	0	200.00-		0	.00		0	.00
40 05	SPECIAL EVENT PERMITS	1,250	785.00	63	3,750	3,285.00	88	15,000	11,715.00
40 *	SPECIAL EVENTS	1,250	585.00	47	3,750	3,285.00	88	15,000	11,715.00
50 10	EVENT FEES	605	620.90	103	1,815	2,980.32	164	7,267	4,286.68
50 30	ADVERTISING/SPONSORSHIPS	538	500.00	93	1,614	1,500.00	93	6,458	4,958.00
50 *	SPECIAL REC FACILITIES	1,143	1,120.90	98	3,429	4,480.32	131	13,725	9,244.68
347 **	CULTURE/RECREATION	10,825	2,814.31	26	32,475	41,331.11	127	129,925	88,593.89

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
340	***	CHARGES FOR SERVICES	984,338	975,736.42	99	2,966,098	2,925,696.86	99	12,080,557	9,154,860.14
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,744	2,555.47	147	5,232	3,944.92	75	20,930	16,985.08
351	**	JUDGMENTS AND FINES	1,744	2,555.47	147	5,232	3,944.92	75	20,930	16,985.08
350	***	FINES AND FORFEITURES	1,744	2,555.47	147	5,232	3,944.92	75	20,930	16,985.08
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	7,083	6,174.55	87	21,249	22,204.54	105	85,000	62,795.46
10	02	INVESTMENT INTEREST	0	1,504.82		0	4,575.49		0	4,575.49-
10	*	INTEREST	7,083	7,679.37	108	21,249	26,780.03	126	85,000	58,219.97
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,083	7,679.37	108	21,249	26,780.03	126	85,000	58,219.97
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,490	3,791.66	36	31,470	70,206.82	223	125,886	55,679.18
362	**	RENT AND ROYALTIES	10,490	3,791.66	36	31,470	70,206.82	223	125,886	55,679.18
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/LOSS	0	.00		0	4,298.75		0	4,298.75-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	4,298.75		0	4,298.75-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	3,652.65		0	4,271.39		0	4,271.39-
365	**	SALE SURPLUS MTRLS &SCRAP	0	3,652.65		0	4,271.39		0	4,271.39-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	20,271	.00		60,813	60,000.00	99	420,985	360,985.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	20,271	.00		60,813	60,000.00	99	420,985	360,985.00
368		PENSION CONTRIBUTIONS								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		171,608	171,608.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		109,865	109,865.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		281,473	281,473.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	607.80	10	18,750	6,058.27	32	75,000	68,941.73
90 02	POLICE SECURITY SERVICES	3,895	5,610.00	144	11,685	15,925.00	136	46,744	30,819.00
90 03	CODE ENF ABATE/DEMO REV	6,250	170.00	3	18,750	91,215.59	487	75,000	16,215.59-
90 04	MISC. POLICE REVENUES	83	277.19	334	249	1,164.26	468	1,000	164.26-
90 05	INVESTIGATIVE COSTS REIM	4,250	7,012.10	165	12,750	14,440.84	113	51,000	36,559.16
90 09	PROPERTY REGISTRATION	625	.00		1,875	1,200.00	64	7,500	6,300.00
90 *	OTHER MISC REVENUES	21,353	13,677.09	64	64,059	130,003.96	203	256,244	126,240.04
96 00	INSURANCE REFUND/PROCEEDS	0	16,623.00		0	20,027.37		0	20,027.37-
369 **	OTHER MISC REVENUES	21,353	30,300.09	142	64,059	150,031.33	234	256,244	106,212.67
360 ***	MISCELLANEOUS REVENUES	59,197	45,423.77	77	177,591	315,588.32	178	1,169,588	853,999.68
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,438	12,500.00	58	64,314	37,500.00	58	257,258	219,758.00
91 *	TRANSFER FROM	21,438	12,500.00	58	64,314	37,500.00	58	257,258	219,758.00
381 **	INTERFUND TRANSFER	21,438	12,500.00	58	64,314	37,500.00	58	257,258	219,758.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	574,918	574,919.00	100	1,724,754	1,724,757.00	100	6,899,025	5,174,268.00
40 01	6% PILOFF	109,162	109,162.00	100	327,486	327,486.00	100	1,309,948	982,462.00
40 *	CONTRIBUTIONS	684,080	684,081.00	100	2,052,240	2,052,243.00	100	8,208,973	6,156,730.00
382 **	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	2,052,240	2,052,243.00	100	8,208,973	6,156,730.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
384	DEBT PROCEEDS								
389	NON OPERATING SOURCES								
99 10	CASH CARRY FORWARD	528	.00		1,584	.00		6,339	6,339.00
99 50	FUND BAL-APPROP. RESERVES	182,204	.00		519,951	.00		2,159,792	2,159,792.00
99 *	BALANCE FORWARD	182,732	.00		521,535	.00		2,166,131	2,166,131.00
389 **	NON OPERATING SOURCES	182,732	.00		521,535	.00		2,166,131	2,166,131.00
380 ***	OTHER SOURCES(NON-REV)	888,250	696,581.00	78	2,638,089	2,089,743.00	79	10,632,362	8,542,619.00
FUND TOTAL	GENERAL FUND	6,543,327	8,603,530.69	132	13,228,654	13,643,250.52	103	40,407,568	26,764,317.48

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2648	2550.00	96	7944	7650.00	96	.00	31777	24127.00	24
11 **	EXECUTIVE SALARIES	2648	2550.00	96	7944	7650.00	96	.00	31777	24127.00	24
12-00	REGULAR SALARIES & WAGES	1079908	892083.32	83	3239724	2618531.14	81	.00	12959010	10340478.86	20
12-06	SALARIES/CONTRACTUAL	2083	1820.00	87	6249	4392.50	70	.00	25000	20607.50	18
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	2874	317.07	11	8622	76168.72	883	.00	34507	41661.72-	221
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1084865	894220.39	82	3254595	2699092.36	83	.00	13018517	10319424.64	21
13-00	OTHER SALARIES & WAGES	68721	45638.73	66	206163	160010.15	78	.00	824717	664706.85	19
13 **	OTHER SALARIES & WAGES	68721	45638.73	66	206163	160010.15	78	.00	824717	664706.85	19
14-00	OVERTIME	31083	39312.96	127	93249	103360.44	111	.00	373072	269711.56	28
14-01	COMP TIME	583	.00	0	1749	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	31666	39312.96	124	94998	103360.44	109	.00	380072	276711.56	27
15-00	SPECIAL PAY	28149	32872.65	117	84447	88214.87	105	.00	337800	249585.13	26
15 **	SPECIAL PAY	28149	32872.65	117	84447	88214.87	105	.00	337800	249585.13	26
20-00	CLOTHING/SHOE ALLOWANCE	1826	60.00-	3-	5478	7362.50	134	.00	21940	14577.50	34
20 **	CLOTHING/SHOE ALLOWANCE	1826	60.00-	3-	5478	7362.50	134	.00	21940	14577.50	34
21-00	FICA TAXES	90247	74498.86	83	270741	225311.61	83	.00	1083089	857777.39	21
21 **	FICA TAXES	90247	74498.86	83	270741	225311.61	83	.00	1083089	857777.39	21
22-00	RETIREMENT CONTRIBUTIONS	85170	56224.51	66	255510	169595.35	66	.00	1022127	852531.65	17
22-01	FIREFIGHTERS	201650	176900.94	88	604950	517073.17	86	.00	2419822	1902748.83	21
22-02	STATE CONTRIBUTIONS	19177	.00	0	108851	.00	0	.00	281473	281473.00	0
22-03	ICMA - CITY MANAGER	1234	.00	0	3702	1595.62	43	.00	14814	13218.38	11
22 **	RETIREMENT CONTRIBUTIONS	307231	233125.45	76	973013	688264.14	71	.00	3738236	3049971.86	18

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	LIFE/HEALTH INSURANCE	61903	23706.92	38	185709	85180.01	46	.00	742973	657792.99	12
23-02	LIFE/HEALTH GF RETIREES	0	52211.09	0	0	126389.15	0	1301.40	0	127690.55-	0
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	319585	253543.56	79	958755	677784.95	71	.00	3835173	3157388.05	18
23 **	LIFE/HEALTH INSURANCE	381488	329461.57	86	1144464	889354.11	78	1301.40	4578146	3687490.49	20
24-00	WORKER'S COMPENSATION	57050	50676.92	89	171150	153073.27	89	.00	684723	531649.73	22
24 **	WORKER'S COMPENSATION	57050	50676.92	89	171150	153073.27	89	.00	684723	531649.73	22
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
27-00	BENEFIT OFFSET	21223	18670.00	88	63669	51817.50	81	.00	254680	202862.50	20
27 **	BENEFIT OFFSET	21223	18670.00	88	63669	51817.50	81	.00	254680	202862.50	20
31-00	PROFESSIONAL SERVICES	62140	67295.80	108	184878	75617.71	41	143599.23	744177	524960.06	30
31-01	LEGAL EXPENSES	38414	31756.18	83	115242	81359.61	71	339253.39	460973	40360.00	91
31-02	MEDICAL SERVICES	3812	1237.99	33	11436	2267.99	20	39062.03	45755	4424.98	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	3375	13500.00	400	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	10728	.00	0	59000.00	59000	.00	100
31-33	EMPLOYEE HEALTH CENTER	15710	23250.12	148	47130	35579.22	76	152948.28	188528	.50	100
31 **	PROFESSIONAL SERVICES	126565	123540.09	98	372789	208324.53	56	733862.93	1511933	569745.54	62
32-00	ACCOUNTING & AUDITING	3333	.00	0	9999	7500.00	75	32500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	9999	7500.00	75	32500.00	40000	.00	100
34-00	CONTRACT SERVICES	82578	139260.25	169	242768	254976.51	105	609432.45	986037	121628.04	88
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	158333	164211.96	104	474999	327814.97	69	.00	1900000	1572185.03	17
34-07	JANITORIAL CONTRACT SVS	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
34-09	MOWING CONTRACTS	12250	9775.00	80	34750	29325.00	84	107055.00	145000	8620.00	94
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	253161	313247.21	124	752517	612116.48	81	716487.45	3031037	1702433.07	44
39-00	CONTINGENCY	12881	.00	0	53120	.00	0	.00	169055	169055.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	4447	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	17328	.00	0	57567	.00	0	.00	169055	169055.00	0
40-00	TRAVEL & PER DIEM	6394	7760.43	121	19182	11880.20	62	.00	76826	64945.80	16
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6394	7760.43	121	19182	11880.20	62	.00	76826	64945.80	16
41-00	COMMUNICATION	14432	10354.12	72	43027	33488.21	78	110557.90	172941	28894.89	83
41 **	COMMUNICATION	14432	10354.12	72	43027	33488.21	78	110557.90	172941	28894.89	83
42-00	POSTAGE & FREIGHT	35318	61985.36	176	107566	71028.60	66	324132.25	430565	35404.15	92
42 **	POSTAGE & FREIGHT	35318	61985.36	176	107566	71028.60	66	324132.25	430565	35404.15	92
43-00	ELECTRIC/WATER/SEWER	60056	48271.36	80	180168	104177.85	58	542640.44	720704	73885.71	90
43 **	ELECTRIC/WATER/SEWER	60056	48271.36	80	180168	104177.85	58	542640.44	720704	73885.71	90
44-00	RENTALS AND LEASES	11572	9042.91	78	34716	28311.97	82	85597.29	138911	25001.74	82
44 **	RENTALS AND LEASES	11572	9042.91	78	34716	28311.97	82	85597.29	138911	25001.74	82
45-00	INSURANCE	40990	116937.82	285	122970	247796.91	202	.00	491918	244121.09	50
45 **	INSURANCE	40990	116937.82	285	122970	247796.91	202	.00	491918	244121.09	50
46-00	REPAIRS & MAINTENANCE	154045	130316.83	85	458401	356275.65	78	407571.53	1844880	1081032.82	41
46-02	REPAIR/MAINT BUILDING	22037	16628.01	76	66111	21473.42	33	38860.08	264450	204116.50	23
46-03	REPAIR/MAINT-VEHICLES	21030	24734.59	118	63111	38409.21	61	1400.00	252453	212643.79	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
46-05	HYDRANT FEES	17739	18330.12	103	53217	54990.36	103	.00	212871	157880.64	26
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	214851	190009.55	88	640840	471148.64	74	447831.61	2574654	1655673.75	36
47-00	PRINTING & BINDING	12338	17685.70	143	42263	22102.82	52	116455.73	169275	30716.45	82
47 **	PRINTING & BINDING	12338	17685.70	143	42263	22102.82	52	116455.73	169275	30716.45	82
48-00	PROMOTIONAL ACTIVITIES	4479	8874.22	198	13337	9399.22	71	1000.00-	53675	45275.78	16
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	4998	.00	0	.00	20000	20000.00	0
48 **	PROMOTIONAL ACTIVITIES	6145	8874.22	144	18335	9399.22	51	1000.00-	73675	65275.78	11
49-00	OTHER CHARGES & OBLIG.	24208	15140.23	63	63576	77502.07	122	7054.00	281510	196953.93	30
49-02	ADVERTISING	236	.00	0	708	.00	0	142.00	2850	2708.00	5
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	325.00	26	3750	5439.35	145	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	3018.44-	0	0	11118.20-	0	.00	0	11118.20	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	4998	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	27360	12446.79	46	73032	71823.22	98	17053.66	319360	230483.12	28
51-00	OFFICE SUPPLIES	3968	4141.61	104	11904	6123.94	51	1504.28	47708	40079.78	16
51 **	OFFICE SUPPLIES	3968	4141.61	104	11904	6123.94	51	1504.28	47708	40079.78	16
52-00	OPERATING SUPPLIES	59700	72594.19	122	179165	178419.82	100	172924.74	716569	365224.44	49
52-02	UNIFORMS	1863	474.57	26	5589	1433.30	26	18441.27	22365	2490.43	89
52-05	EMS 1st RESP-CONSUM SUPP	3137	2446.19	78	9680	5593.87	58	17256.69	37920	15069.44	60
52-07	JANITORIAL SUPPLIES	2396	2534.62	106	7188	6000.11	84	.00	28771	22770.89	21
52-10	HEATING FUEL	251	191.09	76	753	576.11	77	2435.89	3012	.00	100

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
52-11	JAG GRANT	1847	.00	0	5541	.00	0	21832.38	22166	333.62	99
52-12	BULLETPROOF VEST GRANT	2415	.00	0	4167	.00	0	21013.24	25896	4882.76	81
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	20912	121.15	1	62736	16903.00	27	.00	251034	234131.00	7
52-33	EMPLOYEE HEALTH CENTER	7980	12646.81	159	23940	13525.93	57	82234.07	95760	.00	100
52 **	OPERATING SUPPLIES	100501	91008.62	91	298759	222452.14	75	336138.28	1203493	644902.58	46
53-00	ROAD MATERIALS/SUPPLIES	1250	891.00	71	3750	2323.43	62	3576.57	15000	9100.00	39
53 **	ROAD MATERIALS/SUPPLIES	1250	891.00	71	3750	2323.43	62	3576.57	15000	9100.00	39
54-00	MEMBERSHIP/PUBLICATIONS	3588	8323.81	232	10764	15456.06	144	2169.13	43187	25561.81	41
54 **	MEMBERSHIP/PUBLICATIONS	3588	8323.81	232	10764	15456.06	144	2169.13	43187	25561.81	41
55-00	TRAINING	10649	5220.00	49	31947	15584.02	49	500.00	127899	111814.98	13
55-01	EDA PROGRAM	833	234.00	28	2499	234.00	9	.00	10000	9766.00	2
55 **	TRAINING	11482	5454.00	48	34446	15818.02	46	500.00	137899	121580.98	12
56-15	IT-RELATED OPERATING EXP	25302	18951.04	75	75906	69042.30	91	57140.57	303719	177536.13	42
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	3465	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	26457	18951.04	72	79371	69042.30	87	57140.57	317584	191401.13	40
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	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
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	5182	.00	0	15364	2000.00	13	.00	62000	60000.00	3
63 **	INFRASTRUCTURE	5182	.00	0	15364	2000.00	13	.00	62000	60000.00	3
64-00	MACHINERY AND EQUIPMENT	49026	63006.00	129	142363	72247.63	51	326780.85	583640	184611.52	68
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	11334	.00	0	31511	27401.10	87	.00	133529	106127.90	21
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	60360	63006.00	104	173874	99648.73	57	326780.85	717169	290739.42	60
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	90424	1085094.00	1200	271272	1085094.00	400	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90424	1085094.00	1200	271272	1085094.00	400	.00	1085094	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7975	.00	0	23925	.00	0	.00	95700	95700.00	0
83 **	OTHER GRANTS AND AIDS	7975	.00	0	23925	.00	0	.00	95700	95700.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1994	.00	0	1994	.00	0	.00	19937	19937.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	2743	2743.00	100	138228	143264.00	104	.00	1783246	1639982.00	8
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	4737	2743.00	58	140222	143264.00	102	.00	1803183	1659919.00	8
FUND 001	TOTAL *********										
	GENERAL FUND	3221297	3920736.17	122	9816532	8633832.22	88	3855230.34	40407568	27918505.44	31
GRAND	TOTAL *********										
		3221297	3920736.17	122	9816532	8633832.22	88	3855230.34	40407568	27918505.44	31

FY 2020 Budget by Classification Report - Summary Listing

12/31/2019

Target for December 2019 is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 1,214,525	$ 1,050,190	54%
CHARGES FOR SERVICES	$ 63,076,683		$ 15,786,780	$ 47,289,903	25%
MISCELLANEOUS	$ 146,300		$ (13,792)	$ 160,092	-9%
OTHER SOURCES (NON-REVENUE)	$ 1,529,480		$ 417,817	$ 1,111,663	27%
REVENUE TOTALS	**$ 67,017,178**	-	**$ 17,405,331**	**$ 49,611,847**	**26%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,205,101	$ -	$ 3,397,258	$ 12,807,843	21%
OPERATING EXPENDITURES	$ 27,384,062	$ 7,815,765	$ 4,954,886	$ 14,613,411	47%
CAPITAL OUTLAY	$ 5,455,892	$ 1,927,252	$ 399,101	$ 3,129,539	43%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 5,010,661	$ 12,961,462	28%
EXPENSE TOTALS	**$ 67,017,178**	**$ 9,743,017**	**$ 13,761,906**	**$ 43,512,255**	35%
REVENUE TOTALS	**$ 67,017,178**	**$ -**	**$ 17,405,331**	**$ 49,611,847**	**26%**
EXPENSE TOTALS	**$ 67,017,178**	**$ 9,743,017**	**$ 13,761,906**	**$ 43,512,255**	**35%**
	$ -	**$ (9,743,017)**	**$ 3,643,425**	**$ 6,099,592**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	10	WATER - RESIDENTIAL	87,175	102,950.00	118	261,525	1,159,525.00	443	1,046,102	113,423.00-
03	11	WATER - COMMERCIAL	90,733	.00		272,199	.00		1,088,801	1,088,801.00
03	20	SEWER - RESIDENTIAL	973	5,000.00	514	2,919	55,000.00	1884	11,684	43,316.00-
03	21	SEWER - COMMERCIAL	9,844	.00		29,532	.00		118,128	118,128.00
03	*	IMPACT FEES	188,725	107,950.00	57	566,175	1,214,525.00	215	2,264,715	1,050,190.00
324	**	IMPACT FEES	188,725	107,950.00	57	566,175	1,214,525.00	215	2,264,715	1,050,190.00
320	***	OTHER PERMITS & FEES	188,725	107,950.00	57	566,175	1,214,525.00	215	2,264,715	1,050,190.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,484,834	4,580,028.80	102	13,454,502	13,187,917.39	98	53,818,010	40,630,092.61
33	00	WATER CONNECTION FEE	20,000	33,018.32	165	60,000	146,465.77	244	240,000	93,534.23
33	*	WATER CONNECTION FEE	20,000	33,018.32	165	60,000	146,465.77	244	240,000	93,534.23
36	00	WATER HYDRANT FEES	237,354	289,631.23	122	712,062	870,930.74	122	2,848,254	1,977,323.26
39	06	HYDRANT RESID FLOW TEST	133	300.00	226	399	3,200.00	802	1,600	1,600.00-
39	07	BACKFLOW DEVICE TEST	12,083	16,452.13	136	36,249	49,409.35	136	145,000	95,590.65
39	08	JUMPER METERS	58	150.00	259	174	400.00	230	700	300.00
39	09	PLAN REVIEW/CONST INSPECT	1,000	500.00	50	3,000	3,500.00	117	12,000	8,500.00
39	10	BACKFLOW PRV/RLCT TEMP	41	50.00	122	123	260.84	212	500	239.16
39	*	WATER OTHER INCOME	13,315	17,452.13	131	39,945	56,770.19	142	159,800	103,029.81
51	00	SEWER SALES	468,746	460,449.53	98	1,406,238	1,425,861.68	101	5,624,961	4,199,099.32
51	*	SEWER SALES	468,746	460,449.53	98	1,406,238	1,425,861.68	101	5,624,961	4,199,099.32

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
59 01	GREASE TRAP PERMITS	516	710.96	138	1,548	2,088.17	135	6,200	4,111.83
60 00	REUSE WATER SALES	31,038	29,959.12	97	93,114	96,119.75	103	372,458	276,338.25
60 01	REUSE WATER INSTALLATION	583	200.49	34	1,749	626.59	36	7,000	6,373.41
60 *	REUSE WATER SALES	31,621	30,159.61	95	94,863	96,746.34	102	379,458	282,711.66
343 **	PHYSICAL ENVIRONMENT	5,256,386	5,411,450.58	103	15,769,158	15,786,780.28	100	63,076,683	47,289,902.72
340 ***	CHARGES FOR SERVICES	5,256,386	5,411,450.58	103	15,769,158	15,786,780.28	100	63,076,683	47,289,902.72
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,666	3,368.02	51	19,998	11,078.32	55	80,000	68,921.68
10 02	INVESTMENT INTEREST	0	41,944.83-		0	41,596.77-		0	41,596.77
10 *	INTEREST	6,666	38,576.81-	579	19,998	30,518.45-	153	80,000	110,518.45
40 00	GAIN/(LOSS) SALE INVEST	0	3,113,068.46-		0	3,113,068.46- * Accounting		0	3,113,068.46
40 02	UNREALIZED GAIN/(LOSS)	0	520.72-		0	520.72- Adjustment		0	520.72
40 *	GAIN/(LOSS) SALE INVEST	0	3,113,589.18-		0	3,113,589.18- period 4		0	3,113,589.18
361 **	INTEREST & OTHER EARNINGS	6,666	3,152,165.99-	7287	19,998	3,144,107.63-	5722	80,000	3,224,107.63
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		3,750	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	.00		0	13,029.39		0	13,029.39-
364 **	DISPOSITION FIXED ASSETS	1,250	.00		3,750	13,029.39	348	15,000	1,970.61
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	833	1,061.00	127	2,499	2,155.59	86	10,000	7,844.41
365 **	SALE SURPLUS MTRLS &SCRAP	833	1,061.00	127	2,499	2,155.59	86	10,000	7,844.41
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	975.00	29	9,999	3,124.93-	31	40,000	43,124.93
90 06	SETTLEMENTS	0	3,887.59		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,333	4,862.59	146	9,999	762.66	8	40,000	39,237.34

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	3,333	4,862.59	146	9,999	762.66	8	40,000	39,237.34
360	***	MISCELLANEOUS REVENUES	12,190	3,146,242.40-	5810	36,570	3,126,859.99-	8550	146,300	3,273,159.99
							(13,791.53)			
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81 00		CONTRIBUTION LIFT STATION	0	5,800.00		0	63,800.00		0	63,800.00-
82 00		CONTRIBUTION S MAINLAND	0	5,738.62		0	264,299.15		0	264,299.15-
83 00		CONTRIBUTION VIERA	0	22,113.56		0	89,717.87		0	89,717.87-
83	*	CONTRIBUTION VIERA	0	22,113.56		0	89,717.87		0	89,717.87-
99 50		FUND BAL-APPROP. RESERVES	149,942	.00		180,003	.00		1,529,480	1,529,480.00
99	*	BALANCE FORWARD	149,942	.00		180,003	.00		1,529,480	1,529,480.00
389	**	NON OPERATING SOURCES	149,942	33,652.18	22	180,003	417,817.02	232	1,529,480	1,111,662.98
380	***	OTHER SOURCES(NON-REV)	149,942	33,652.18	22	180,003	417,817.02	232	1,529,480	1,111,662.98
FUND TOTAL		WATER/SEWER ENTERPRISE	5,607,243	2,406,810.36	43	16,551,906	14,292,262.31	86	67,017,178	52,724,915.69

* 3,113,068.96
17,405,330.77

49,611,847

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	773200	554129.24	72	2319600	1655358.86	71	.00	9278436	7623077.14	18
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1267	1346.10	106	3801	34346.71	904	.00	15208	19138.71-	226
12 **	REGULAR SALARIES & WAGES	774467	555475.34	72	2323401	1689705.57	73	.00	9293644	7603938.43	18
13-00	OTHER SALARIES & WAGES	43826	60634.91	138	131478	167717.21	128	.00	525937	358219.79	32
13 **	OTHER SALARIES & WAGES	43826	60634.91	138	131478	167717.21	128	.00	525937	358219.79	32
14-00	OVERTIME	43446	54237.38	125	130338	144559.85	111	.00	521393	376833.15	28
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	54237.38	125	130338	144559.85	111	.00	521393	376833.15	28
15-00	SPECIAL PAY	175	175.00	100	525	525.00	100	.00	2100	1575.00	25
15 **	SPECIAL PAY	175	175.00	100	525	525.00	100	.00	2100	1575.00	25
20-00	CLOTHING/SHOE ALLOWANCE	1616	240.00	15	4848	17175.00	354	.00	19420	2245.00	88
20 **	CLOTHING/SHOE ALLOWANCE	1616	240.00	15	4848	17175.00	354	.00	19420	2245.00	88
21-00	FICA TAXES	64428	49407.94	77	193284	150244.43	78	.00	773178	622933.57	19
21 **	FICA TAXES	64428	49407.94	77	193284	150244.43	78	.00	773178	622933.57	19
22-00	RETIREMENT CONTRIBUTIONS	95194	63543.89	67	285582	527756.32	185	.00	1142362	614605.68	46
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	95194	63543.89	67	285582	527756.32	185	.00	1142362	614605.68	46
23-00	LIFE/HEALTH INSURANCE	19029	16843.08	89	57087	51960.79	91	.00	228372	176411.21	23
23-02	LIFE/HEALTH RETIREES	14932	17681.62	118	44796	45844.42	102	.00	179186	133341.58	26
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	164163.12	70	708018	454420.58	64	.00	2832109	2377688.42	16
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	198687.82	74	809901	552225.79	68	.00	3239667	2687441.21	17
24-00	WORKER'S COMPENSATION	44039	38831.90	88	132117	116424.10	88	.00	528500	412075.90	22

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44039	38831.90	88	132117	116424.10	88	.00	528500	412075.90	22
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1248	.00	0	.00	5000	5000.00	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	12825	10700.00	83	38475	30925.00	80	.00	153900	122975.00	20
27 **	BENEFIT OFFSET	12825	10700.00	83	38475	30925.00	80	.00	153900	122975.00	20
31-00	PROFESSIONAL SERVICES	32733	14294.28	44	97445	23199.78	24	78800.54	392056	290055.68	26
31-01	LEGAL EXPENSES	6666	598.40	9	19998	598.40	3	24401.60	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	39182	10150.56	26	104446	10150.56	10	151560.20	457095	295384.24	35
31-33	EMPLOYEE HEALTH CENTER	11300	16723.81	148	33900	25592.11	76	110015.39	135608	.50	100
31 **	PROFESSIONAL SERVICES	89881	41767.05	47	255789	59540.85	23	364777.73	1064759	640440.42	40
32-00	ACCOUNTING & AUDITING	3333	.00	0	9999	7500.00	75	32500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	9999	7500.00	75	32500.00	40000	.00	100
34-00	CONTRACT SERVICES	122165	24356.25	20	366331	37358.95	10	191817.73	1465840	1236663.32	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	1585998	1586001.00	100	.00	6343999	4757998.00	25
34 **	CONTRACT SERVICES	650831	553023.25	85	1952329	1623359.95	83	191817.73	7809839	5994661.32	23
39-00	CONTINGENCY	88514	.00	0	278642	.00	0	.00	1075279	1075279.00	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	88514	.00	0	278642	.00	0	.00	1075279	1075279.00	0
40-00	TRAVEL AND PER DIEM	1926	393.75	20	5778	758.35	13	.00	23138	22379.65	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1926	393.75	20	5778	758.35	13	.00	23138	22379.65	3
41-00	COMMUNICATION	10949	10449.79	95	32847	29151.43	89	98440.49	131409	3817.08	97
41 **	COMMUNICATION	10949	10449.79	95	32847	29151.43	89	98440.49	131409	3817.08	97
42-00	FREIGHT & POSTAGE SERVICE	2024	1308.17	65	5566	4487.47	81	569.00	23820	18763.53	21
42 **	FREIGHT & POSTAGE SERVICE	2024	1308.17	65	5566	4487.47	81	569.00	23820	18763.53	21
43-00	ELECTRIC/WATER/SEWER	202256	142253.24	70	606768	286390.19	47	2120326.95	2427087	20369.86	99
43 **	ELECTRIC/WATER/SEWER	202256	142253.24	70	606768	286390.19	47	2120326.95	2427087	20369.86	99
44-00	RENTAL AND LEASES	3711	5622.77	152	11133	6422.77	58	3600.00	44550	34527.23	23
44 **	RENTAL AND LEASES	3711	5622.77	152	11133	6422.77	58	3600.00	44550	34527.23	23
45-00	INSURANCE	40543	119108.92	294	121629	247714.23	204	.00	486534	238819.77	51
45 **	INSURANCE	40543	119108.92	294	121629	247714.23	204	.00	486534	238819.77	51
46-00	REPAIRS & MAINTENANCE	658920	467330.91	71	1920389	1257532.46	66	1443245.74	7850712	5149933.80	34
46-02	REPAIR/MAINT BUILDING	27435	22857.11	83	82305	36500.01	44	4696.00	329233	288036.99	13
46-03	REPAIR/MAINT-VEHICLES	16991	14545.88	86	50973	23498.07	46	.00	203935	180436.93	12
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	703346	504733.90	72	2053667	1317530.54	64	1447941.74	8383880	5618407.72	33
47-00	PRINTING & BINDING	603	.00	0	1809	65.25	4	26.00	7280	7188.75	1
47 **	PRINTING & BINDING	603	.00	0	1809	65.25	4	26.00	7280	7188.75	1
48-00	PROMOTIONAL ACTIVITIES	1666	405.55	24	4998	905.55	18	.00	20000	19094.45	5
48 **	PROMOTIONAL ACTIVITIES	1666	405.55	24	4998	905.55	18	.00	20000	19094.45	5
49-00	OTHER CHARGES & OBLIG.	3143	6195.77	197	9429	12229.06	130	.00	37736	25506.94	32
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4694.96-	0	0	16472.21-	0	.00	0	16472.21	0
49-08	CASH OVER & UNDER	0	.00	0	0	29.11-	0	.00	0	29.11	0
49-09	DOCUMENT RECORDING CHGS	0	48.00	0	0	2372.00-	0	.00	0	2372.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15 OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17 DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 ** OTHER CHARGES & OBLIG.	3143	1548.81	49	9429	6644.26-	71-	.00	37736	44380.26	18-
51-00 OFFICE SUPPLIES	2224	2959.85	133	6672	2959.85	44	.00	26720	23760.15	11
51 ** OFFICE SUPPLIES	2224	2959.85	133	6672	2959.85	44	.00	26720	23760.15	11
52-00 OPERATING SUPPLIES	64003	144518.45	226	202009	269757.03	134	131480.06	778067	376829.91	52
52-07 JANITORIAL SUPPLIES	852	337.86	40	2556	1421.99	56	.00	10240	8818.01	14
52-09 CHEMICALS	353351	258336.49	73	1060053	862355.71	81	3226690.08	4240227	151181.21	96
52-30 FUEL OIL & LUBRICANTS	30410	4938.87	16	91230	31491.99	35	82007.02	364963	251463.99	31
52-33 EMPLOYEE HEALTH CENTER	5740	9096.81	159	17220	9729.12	57	59150.88	68880	.00	100
52 ** OPERATING SUPPLIES	454356	417228.48	92	1373068	1174755.84	86	3499328.04	5462377	788293.12	86
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	3189	2316.00	73	9567	32334.00	338	.00	38304	5970.00	84
54 ** MEMBERSHIP/PUBLICATIONS	3189	2316.00	73	9567	32334.00	338	.00	38304	5970.00	84
55-00 TRAINING	12306	7589.00	62	36918	7600.66	21	14937.00	147700	125162.34	15
55-01 EDA PROGRAM	625	.00	0	1875	.00	0	.00	7500	7500.00	0
55 ** TRAINING	12931	7589.00	59	38793	7600.66	20	14937.00	155200	132662.34	15
56-15 IT-RELATED OPERATING EXP	7594	40798.75	537	12782	160053.26	1252	6500.00	81150	85403.26-	205
56 ** TECHNOLOGY SYSTEMS	7594	40798.75	537	12782	160053.26	1252	6500.00	81150	85403.26-	205
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	5909	.00	0	11818	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5909	.00	0	11818	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	342562	.00	0	835914	299021.06	36	1162459.94	3918996	2457515.00	37
63 **	INFRASTRUCTURE	342562	.00	0	835914	299021.06	36	1162459.94	3918996	2457515.00	37
64-00	MACHINERY & EQUIPMENT	112487	33973.39	30	332149	87252.95	26	721683.60	1344533	535596.45	60
64-15	IT HARDWARE	2706	.00	0	8118	.00	0	.00	28000	28000.00	0
64 **	MACHINERY & EQUIPMENT	115193	33973.39	30	340267	87252.95	26	721683.60	1372533	563596.45	59
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	9033	.00	0	18066	12827.40	71	43108.48	99363	43427.12	56
68 **	INTANGIBLE ASSETS	9033	.00	0	18066	12827.40	71	43108.48	99363	43427.12	56
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
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	TRANSFER TO GEN FUND 001	574918	574919.00	100	1724754	1724757.00	100	.00	6899025	5174268.00	25
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	279900	177405.60	63	592212	2958418.29	500	.00	9761950	6803531.71	30
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	854818	752324.60	88	2316966	4683175.29	202	.00	16660975	11977799.71	28
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	327486	327486.00	100	.00	1309948	982462.00	25
95 **	NONOPERATING	109162	109162.00	100	327486	327486.00	100	.00	1309948	982462.00	25
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5073944	3778901.45	75	14704523	13761906.90	94	9743016.70	67017178	43512254.40	35
GRAND	TOTAL *********										
		5073944	3778901.45	75	14704523	13761906.90	94	9743016.70	67017178	43512254.40	35

FY 2020 Budget by Classification Report - Summary Listing

12/31/2019

Target for December 2019 is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,182,301	$ 565,391	68%
MISCELLANEOUS	$ -		$ (4,008)	$ 4,008	0%
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 1,178,293**	**$ 766,060**	**61%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 118,675	$ 425,554	22%
OPERATING EXPENDITURES	$ 705,992	$ 70,497	$ 107,343	$ 528,152	25%
CAPITAL OUTLAY	$ 694,132	$ 21,860	$ 379,642	$ 292,630	58%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,944,353**	**$ 92,357**	**$ 605,660**	**$ 1,246,336**	**36%**
REVENUE TOTALS	**$ 1,944,353**	**$ -**	**$ 1,178,293**	**$ 766,060**	**61%**
EXPENSE TOTALS	**$ 1,944,353**	**$ 92,357**	**$ 605,660**	**$ 1,246,336**	**36%**
	$ -	**$ (92,357)**	**$ 572,633**	**$ (480,276)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	1,159,117.01	796	436,923	1,182,210.34	271	1,747,692	565,481.66
23 03	PENALTIES	0	.00		0	90.68		0	90.68-
23 *	STORMWATER	145,641	1,159,117.01	796	436,923	1,182,301.02	271	1,747,692	565,390.98
325 **	SPECIAL ASSESSMENT	145,641	1,159,117.01	796	436,923	1,182,301.02	271	1,747,692	565,390.98
320 ***	OTHER PERMITS & FEES	145,641	1,159,117.01	796	436,923	1,182,301.02	271	1,747,692	565,390.98
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	5,881.58-		0	5,144.20-		0	5,144.20
91 *	STORMWATER FEES	0	5,881.58-		0	5,144.20-		0	5,144.20
343 **	PHYSICAL ENVIRONMENT	0	5,881.58-		0	5,144.20-		0	5,144.20
340 ***	CHARGES FOR SERVICES	0	5,881.58-		0	5,144.20-		0	5,144.20
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	462.25		0	1,117.17		0	1,117.17-
10 02	INVESTMENT INTEREST	0	6.20		0	19.26		0	19.26-
10 *	INTEREST	0	468.45		0	1,136.43		0	1,136.43-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	468.45		0	1,136.43		0	1,136.43-
364	DISPOSITION FIXED ASSETS								
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00

ONGOING Investments Utility Account

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	468.45		0	1,136.43		0	1,136.43-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	17,878	.00		35,756	.00		196,661	196,661.00
99	*	BALANCE FORWARD	17,878	.00		35,756	.00		196,661	196,661.00
389	**	NON OPERATING SOURCES	17,878	.00		35,756	.00		196,661	196,661.00
380	***	OTHER SOURCES(NON-REV)	17,878	.00		35,756	.00		196,661	196,661.00
FUND TOTAL		STORMWATER UTILITY	163,519	1,153,703.88	706	472,679	1,178,293.25	249	1,944,353	766,059.75

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	27651	24752.52	90	82953	73245.94	88	.00	331820	258574.06	22
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	2619	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	24752.52	87	85572	73245.94	86	.00	342300	269054.06	21
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	269	341.96	127	807	1281.93	159	.00	3235	1953.07	40
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	341.96	127	807	1281.93	159	.00	3235	1953.07	40
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	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	2096	1888.44	90	6288	5661.32	90	.00	25158	19496.68	23
21 **	FICA TAXES	2096	1888.44	90	6288	5661.32	90	.00	25158	19496.68	23
22-00	RETIREMENT CONTRIBUTIONS	2364	2125.48	90	7092	6297.67	89	.00	28369	22071.33	22
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	2125.48	90	7092	6297.67	89	.00	28369	22071.33	22
23-00	LIFE/HEALTH INSURANCE	572	540.40	95	1716	1695.10	99	.00	6871	5175.90	25
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	6567.72	89	22125	18142.73	82	.00	88507	70364.27	21
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	7108.12	89	23841	19837.83	83	.00	95378	75540.17	21
24-00	WORKER'S COMPENSATION	3699	3537.82	96	11097	10649.92	96	.00	44389	33739.08	24
24 **	WORKER'S COMPENSATION	3699	3537.82	96	11097	10649.92	96	.00	44389	33739.08	24

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	1200	1100.00	92	.00	4800	3700.00	23
27 **	BENEFIT OFFSET	400	400.00	100	1200	1100.00	92	.00	4800	3700.00	23
31-00	PROFESSIONAL SERVICES	6488	675.00	10	16059	5630.00	35	8500.00	74455	60325.00	19
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	551	815.71	148	1653	1248.31	76	5366.69	6615	.00	100
31 **	PROFESSIONAL SERVICES	7080	1490.71	21	17835	6878.31	39	13866.69	81570	60825.00	25
34-00	CONTRACT SERVICES	2178	27944.11	1283	5694	31072.20	546	37731.91	25303	43501.11-	272
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	43050	43050.00	100	.00	172205	129155.00	25
34 **	CONTRACT SERVICES	16528	42294.11	256	48744	74122.20	152	37731.91	197508	85653.89	57
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.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	186	151.06	81	558	459.33	82	1772.67	2232	.00	100
41 **	COMMUNICATION	186	151.06	81	558	459.33	82	1772.67	2232	.00	100
42-00	POSTAGE & FREIGHT	41	32.00	78	123	32.00	26	.00	500	468.00	6
42 **	POSTAGE & FREIGHT	41	32.00	78	123	32.00	26	.00	500	468.00	6
43-00	ELECTRIC/WATER/SEWER	1233	946.72	77	3699	2151.26	58	12261.63	14800	387.11	97
43 **	ELECTRIC/WATER/SEWER	1233	946.72	77	3699	2151.26	58	12261.63	14800	387.11	97
44-00	RENTALS AND LEASES	208	.00	0	624	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	624	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	819	2595.09	317	2457	5051.85	206	.00	9828	4776.15	51
45 **	INSURANCE	819	2595.09	317	2457	5051.85	206	.00	9828	4776.15	51

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	25731	5980.77	23	79920	6176.46	8	678.99	311500	304644.55	2
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2739	999.55	37	8217	2610.76	32	.00	32870	30259.24	8
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	123	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	28511	6980.32	25	88260	8787.22	10	678.99	344870	335403.79	3
47-00	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	2878.46	0	0	2878.46	0	100.00	0	2978.46-	0
49-07	BAD DEBT EXPENSE	0	103.65-	0	0	674.14-	0	.00	0	674.14	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	2774.81	0	0	2204.32	0	100.00	0	2304.32-	0
51-00	OFFICE SUPPLIES	41	70.35	172	123	70.35	57	19.50	500	410.15	18
51 **	OFFICE SUPPLIES	41	70.35	172	123	70.35	57	19.50	500	410.15	18
52-00	OPERATING SUPPLIES	1015	1210.94	119	3045	3519.80	116	1180.33	12181	7480.87	39
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2353	.00	0	7059	2405.10	34	.00	28243	25837.90	9
52-33	EMPLOYEE HEALTH CENTER	280	443.82	159	840	474.66	57	2885.34	3360	.00	100
52 **	OPERATING SUPPLIES	3648	1654.76	45	10944	6399.56	59	4065.67	43784	33318.77	24
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	650.00	1048	186	650.00	350	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	186	650.00	350	.00	750	100.00	87
55-00	TRAINING	208	.00	0	624	.00	0	.00	2500	2500.00	0
55 **	TRAINING	208	.00	0	624	.00	0	.00	2500	2500.00	0
56-15	IT-RELATED OPERATING EXP	66	546.83	829	198	546.83	276	.00	800	253.17	68

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 423	STORMWATER UTILITY										
56 **	TECHNOLOGY SYSTEMS	66	546.83	829	198	546.83	276	.00	800	253.17	68
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	36706	.00	0	93757	109760.00	117	21860.00	424100	292480.00	31
63 **	INFRASTRUCTURE	36706	.00	0	93757	109760.00	117	21860.00	424100	292480.00	31
64-00	MACHINERY & EQUIPMENT	22502	269882.00	1199	67506	269882.00	400	.00	270032	150.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	269882.00	1199	67506	269882.00	400	.00	270032	150.00	100
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	163508	370223.10	226	472645	605669.84	128	92357.06	1944353	1246326.10	36
GRAND	TOTAL *********										
		163508	370223.10	226	472645	605669.84	128	92357.06	1944353	1246326.10	36

FY 2020 Budget by Classification Report - Summary Listing

12/31/2019

Target for December 2019 is 25%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 108,299	$ (108,299)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,626,828			$ 41,626,828	0%
REVENUE TOTALS	**$ 41,626,828**	**$ -**	**$ 108,299**	**$ 41,518,529**	**0%**
EXPENSE					
OPERATING EXPENDITURES	$ -	$ -	$ 296.00		
CAPITAL OUTLAY	$ 41,626,828	$ 1,054,696	$ 358,348	$ 40,213,784	3%
EXPENSE TOTALS	**$ 41,626,828**	**$ 1,054,696**	**$ 358,348**	**$ 40,213,784**	**3%**
REVENUE TOTALS	**$ 41,626,828**	**$ -**	**$ 108,299**	**$ 41,518,529**	**0%**
EXPENSE TOTALS	**$ 41,626,828**	**$ 1,054,696**	**$ 358,348**	**$ 40,213,784**	**3%**
	$ -	**$ (1,054,696)**	**$ (250,049)**	**$ 1,304,745**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	127.05		0	900.76		0	900.76-
10 02	INVESTMENT INTEREST	0	33,806.77		0	91,460.30		0	91,460.30-
10 *	INTEREST	0	33,933.82		0	92,361.06		0	92,361.06-
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	10,701.29		0	10,701.29-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	5,236.80		0	5,236.80-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	15,938.09		0	15,938.09-
361 **	INTEREST & OTHER EARNINGS	0	33,933.82		0	108,299.15		0	108,299.15-
360 ***	MISCELLANEOUS REVENUES	0	33,933.82		0	108,299.15		0	108,299.15-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	3,643,598	.00		8,834,449	.00		41,626,828	41,626,828.00
99 *	BALANCE FORWARD	3,643,598	.00		8,834,449	.00		41,626,828	41,626,828.00
389 **	NON OPERATING SOURCES	3,643,598	.00		8,834,449	.00		41,626,828	41,626,828.00
380 ***	OTHER SOURCES(NON-REV)	3,643,598	.00		8,834,449	.00		41,626,828	41,626,828.00
FUND TOTAL	WS CPTL PROJ 2018B	3,643,598	33,933.82	1	8,834,449	108,299.15	1	41,626,828	41,518,528.85

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 426 WS CPTL PROJ 2018B ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
31 **	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	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	3643599	293072.63	8	8834451	358347.57	4	1054696.22	41626828	40213784.21	3
63 **	INFRASTRUCTURE	3643599	293072.63	8	8834451	358347.57	4	1054696.22	41626828	40213784.21	3
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	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
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL ********* WS CPTL PROJ 2018B	3643599	293072.63	8	8834451	358643.42	4	1054696.22	41626828	40213488.36	3
GRAND	TOTAL *********	3643599	293072.63	8	8834451	358643.42	4	1054696.22	41626828	40213488.36	3

Legislation Details (With Text)

File #:	20-48	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/14/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December 2019 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2020
Agenda Date: January 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of December 31, 2019. 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.

FY2020 Change Orders - CM authorized to execute

applied to contingency | as of: 12/31/2019

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
Op. Rev.		1,032,909.00	12/11/2019	2019-109								
Project Manager:		74,200.00	contingency authorized									
account #	302-3580-572.63-04	958,709.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Canaveral Contruction			FY2020			$ -					
	Contractor PO#											
		74,200	**^contingency balance-->**									
WS20ST	Lift Station #2 Panel Rehabilitation											
Op. Rev.		171,120.00	10/24/2019	2019-088								
Project Manager:		22,320.00	contingency authorized									
account #	421-4125-536.46-00	148,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction			FY2020	39694	148,800.00	$ 148,800.00			$ 148,800.00		
	Contractor PO# 75641											
		22,320	**^contingency balance-->**									
WS19CF	Groundwater Cal-Flo											
Op. Rev.		94,789.83	8/28/2019	2019-078								
Project Manager:		8,617.24	contingency authorized									
account #	421-4020-536-63-00	86,172.59	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Thompson Pipe			FY2019			$ -	-	$ 10,733.00			
	Contractor PO# 75111		*FY 19 PO ISSUE*		39044	10,733.00						
		8,617	**^contingency balance-->**									
WS19MH	Manhole Rehabilitation											
Op. Rev.		150,000.00	6/26/2019	2019-059								
Project Manager:		14,254.73	contingency authorized									
account #	421-4125-536.46-00	135,745.27	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Manhole Rehab Services			FY2020	38808	135,633.20	$ 135,633.20			$ 135,633.20	$ 107,527.18	
	Contractor PO# 74913											
		14,255	**^contingency balance-->**									
WS19FR	Dyal Groundwater Filters 1 & 4											
Op. Rev.		569,880.30	6/26/2019	2019-056								
Project Manager:		51,807.30	contingency authorized									
account #	426-4020-536.63-00	518,073.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	S4 Water Sales and Service			FY2019	38748	518,073.00	$ 518,073.00	518,073.00				
	Contractor PO# 74876											
		51,807	**^contingency balance-->**									
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager:		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,550,013.00	$ 170,144.00	$ 4,379,869.00	$ 4,550,013.00	$ 1,497,993.87	$ 616,134.43
	Contractor PO# 74150		CO#1		38708	4,379,869.00						
		289,558	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1431	North Tropical Trail Looping Improvements											
Op. Rev.		1,231,048.17	12/12/2018	2018-114								
Project Manager:		111,913.47	contingency authorized									
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	$ 1,159,239.19	$ 1,119,134.70	$ 1,159,239.19	$ 1,159,239.19	256,951.85	$ 699,622.09
	Contractor PO# 074042		CO#1		37978	16,542.60						
			CO#2		38879	23,561.89						
*Bond												
		71,809	^contingency balance-->									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager:		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v			
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09					
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47					
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12					
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97					
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97					
							4,667,012.97					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28					
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	BNR Process Improvements											
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083								
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized									
		2,753,375.93	constr' exp authorized before contingency									
				2018-083								
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037								
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order									
		76,000	Emergency Task Order authorized ($76k before task order contingency)									
						63-00	64-00	Cumulative	FY18 cum	FY19 cum	FY20 cum	FY19
Brandes Design-Build, Inc. FY2013 PO# 62086												
Bid No. B-13-11-COC												
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 98,983.65		
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65		
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00				
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29				
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43				
					29249	32,800.00		2,871,794.43				
			CO#1		29329	(5,000.00)		2,866,794.43				
			CO#2		29212	4,151.50		2,870,945.93				
			CO#3		29905	5,327.32		2,876,273.25				
			CO#4		30046	(5,327.32)		2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93				
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09		-		
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09		84,072.06		
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06		
						(33,812.06)		2,872,062.03		84,072.06		
						(13.25)		2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1		
			CO#2 CDM SMITH			86,975.40						
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31			
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00		
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00				
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete						
		341,480	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	20-49	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/14/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December FY 2020 REVENUE Budget Tracking Worksheet1.pdf December FY 2020 EXPENSE Budget Tracking Worksheet 1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2020
Agenda Date: January 22, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 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 2020 thru December 31, 2019.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
4	Budget Amendments/Transfers		Division 0000 Total	$375,942	
	4 Total Budget Amendments/Transfers		**GENERAL FUND**	**$375,942**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 0000 Total	$300,172	
	1 Total Budget Amendments/Transfers		**CDBG**	**$300,172**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 0000 Total	$400,000	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$400,000**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
	108-0000-384.00-00	894,000			
3	Budget Amendments/Transfers		Division 0000 Total	$854,269	
	3 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$854,269**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3	Budget Amendments/Transfers		Division 0000 Total	$477,582	
	3 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 0000 Total	$47,488	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$47,488**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
2	Budget Amendments/Transfers		Division 0000 Total	$3,056,041	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,056,041**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			
	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
7 Budget Amendments/Transfers			Division 0000 Total	$4,495,655	
7 Total Budget Amendments/Transfers			**RIVERFRONT/LEE WENNER PK**	**$4,495,655**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$2,968,053	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,968,053**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$196,661	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$196,661**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
2 Budget Amendments/Transfers			Division 0000 Total	$23,059,792	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$23,059,792**	

29 Transfers & Amendments between 10/1/2019 and 12/31/2019

FY 2020 TOTAL TRANSFERS & AMENDMENTS **37,731,655**

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 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet1.imr ran by Database User ID: cocoath

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
1 Budget Amendments/Transfers			Division 1100 Total	$433	
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
5 Budget Amendments/Transfers			Division 1103 Total	$61,648	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
1 Budget Amendments/Transfers			Division 1190 Total	$0	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			
	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED		1207
	001-1600-513.34-00	1,760			
6 Budget Amendments/Transfers			Division 1600 Total	($3,368)	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 1601 Total	$32,000	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #		1207
	001-2100-521.52-12	15,389			
8	Budget Amendments/Transfers		Division 2100 Total	$110,983	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
1	Budget Amendments/Transfers		Division 2101 Total	($2,438)	
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
1	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			
1	Budget Amendments/Transfers		Division 2201 Total	$0	
3200 - ADMINISTRATION					
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER		722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER		722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER		722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER		722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER		722
5	Budget Amendments/Transfers		Division 3200 Total	$23,129	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 3205 Total	$59,000	
3510 - STREET MANAGEMENT					
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722
4 Budget Amendments/Transfers			Division 3510 Total	$89,484	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
1 Budget Amendments/Transfers			Division 3520 Total	$10,000	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3550 Total	$5,071	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
1 Budget Amendments/Transfers			Division 3560 Total	($10,000)	
39 Total Budget Amendments/Transfers			**GENERAL FUND**	**$375,942**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
2 Budget Amendments/Transfers			Division 3240 Total	$300,172	
2 Total Budget Amendments/Transfers			**CDBG**	**$300,172**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 3240 Total	$400,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$400,000**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
2 Budget Amendments/Transfers			Division 3240 Total	$854,269	
2 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$854,269**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
10	Budget Amendments/Transfers		Division 3230 Total	$477,582	
	10 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 3230 Total	$47,488	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$47,488**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
4	Budget Amendments/Transfers		Division 3580 Total	$3,056,041	
	4 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$3,056,041**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-3580-572.63-01	104,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
8	Budget Amendments/Transfers		Division 3580 Total	$4,495,655	
	8 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$4,495,655**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
4	Budget Amendments/Transfers		Division 4010 Total	($135,795)	
4020 - DYAL PLANT					
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER		723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER		723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER		723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.64-00	5,828			
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER		723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER		723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER		723
	421-4020-536.46-00	22,167			
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER		723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER		723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4020-536.64-00	4,784			
	421-4020-536.63-00	14,447			
16	Budget Amendments/Transfers		Division 4020 Total	$521,734	
4025 - WATER FIELD OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
5	Budget Amendments/Transfers			Division 4025 Total $125,575	
4055 - ENGINEERING					
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST		632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER		723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER		723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4055-536.63-00	191,490			
	421-4055-536.63-00	210,571			
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT		1207
	421-4055-536.56-15	50,000			
12	Budget Amendments/Transfers			Division 4055 Total $1,654,169	
4120 - WATER RECLAMATION					
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4120-536.63-00	542,514			
2	Budget Amendments/Transfers			Division 4120 Total $652,757	
4125 - SEWER FIELD OPERATIONS					
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER		723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER		723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER		723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER		723
6	Budget Amendments/Transfers			Division 4125 Total $149,613	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
45 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,968,053**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.31-00	30,000			
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
7 Budget Amendments/Transfers			Division 3570 Total	$196,661	
7 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$196,661**	
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
2 Budget Amendments/Transfers			Division 4020 Total	$1,169,881	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			
	426-4055-536.63-00	898,128			
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			
	426-4055-536.63-00	10,378,517			
8 Budget Amendments/Transfers			Division 4055 Total	8,999,819	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4120 - WATER RECLAMATION					
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
5	Budget Amendments/Transfers		Division 4120 Total	$2,890,092	
15	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**23,059,792**	

135 Transfers & Amendments between 10/1/2019 and 12/31/2019

FY 2020 TOTAL TRANSFERS & AMENDMENTS **37,731,655**

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 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet 1.imr ran by Database User ID: cocoath

Legislation Details (With Text)

File #:	20-51	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/14/2020			**In control:**	City Council
On agenda:	1/22/2020			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of October and November, 2019. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Oct 2019 Council Report by District .pdf Nov 2019 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 14, 2020
Agenda Date: January 22, 2020
Prepared By: Michael Cantaloupe (Chief of Police)
Through: N/A
Requested Action:
Cocoa Police Department District Event Statistics for Council Information.

BACKGROUND:

The Cocoa Police Department tracks and reports a monthly breakdown of event statistics. These reports illustrate total incidents, reports written and Patrol Checks. They also show incidents and case reports by shifts, hour of the day and the total crime that are Uniform Crime reportable. Attached are the reports for October 2019 and November 2019.

STRATEGIC PLAN CONNECTION:

Crime- Public Safety

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
Cocoa Police Department District Event Statistics for Council Information.

Cocoa Police Department
Council Report

October 2019

Prepared by Dalaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 7
District 4 Case Reports 8
Locations of Incidents 9
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2019, 2018 & 2017 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

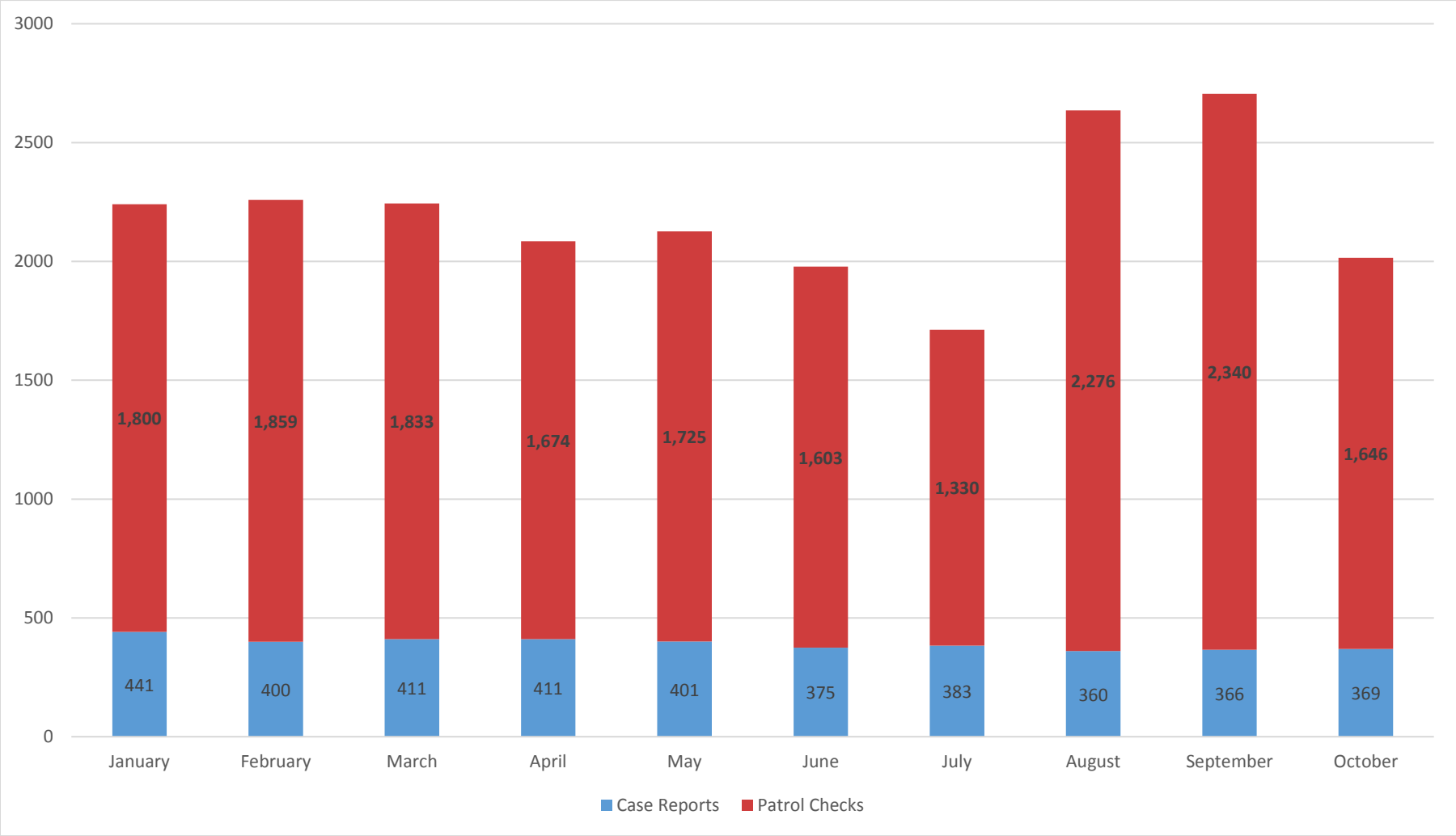
Findings Summary

The purpose of this report is to provide the City Of Cocoa City Council with an overview of incidents and case reports for October 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 3,449 Incidents (Excluding Patrol Checks)
- 369 Case Reports (11% of incidents)
  - 206 Criminal Case Reports (56% of all case reports)
  - 163 Non-Criminal Case Reports (44% of case reports)
  - 66 Criminal Case Reports were closed by Arrests/Capias Requests (32% of criminal case reports)
  - 10 Non-Criminal Case Reports were closed by Arrests/Capias Request (6% of non-criminal cases reports)
- 2,060 Incidents were officer initiated (60%)
- District 1 generated the most cases with a total of 141.
- District 3 experienced the lowest amount of cases generated with a total of 39 cases.
- Aggravated Assault and Aggravated Stalking offenses have ***decreased*** by 64% from the previous month.
- Burglary Offenses have ***decreased*** by 22% from the previous month.
- Laceny Offenses have ***decreased*** by 31% from the previous month.
- Overall, UCR offenses have ***decreased*** from the previous month by 30%.

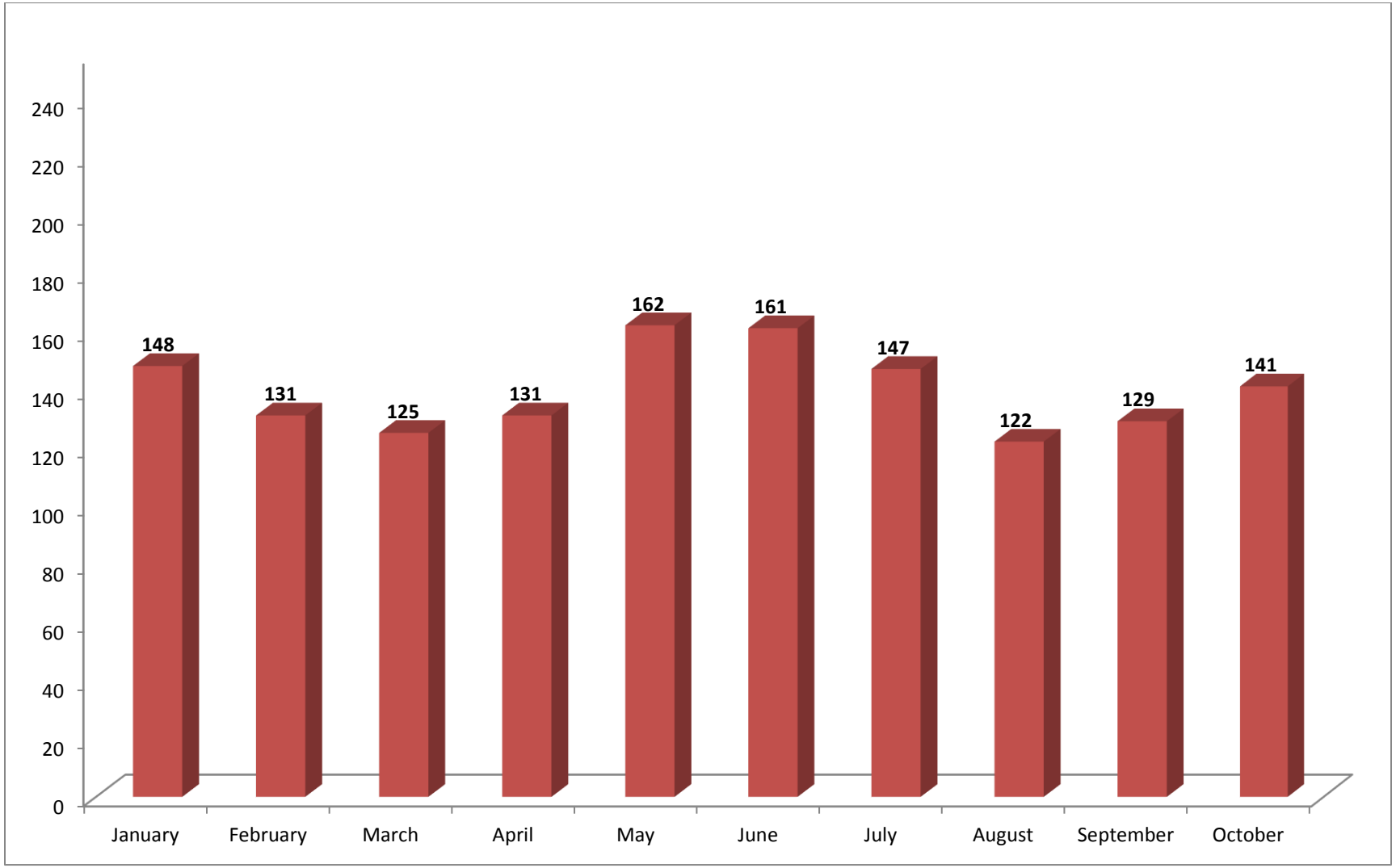
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



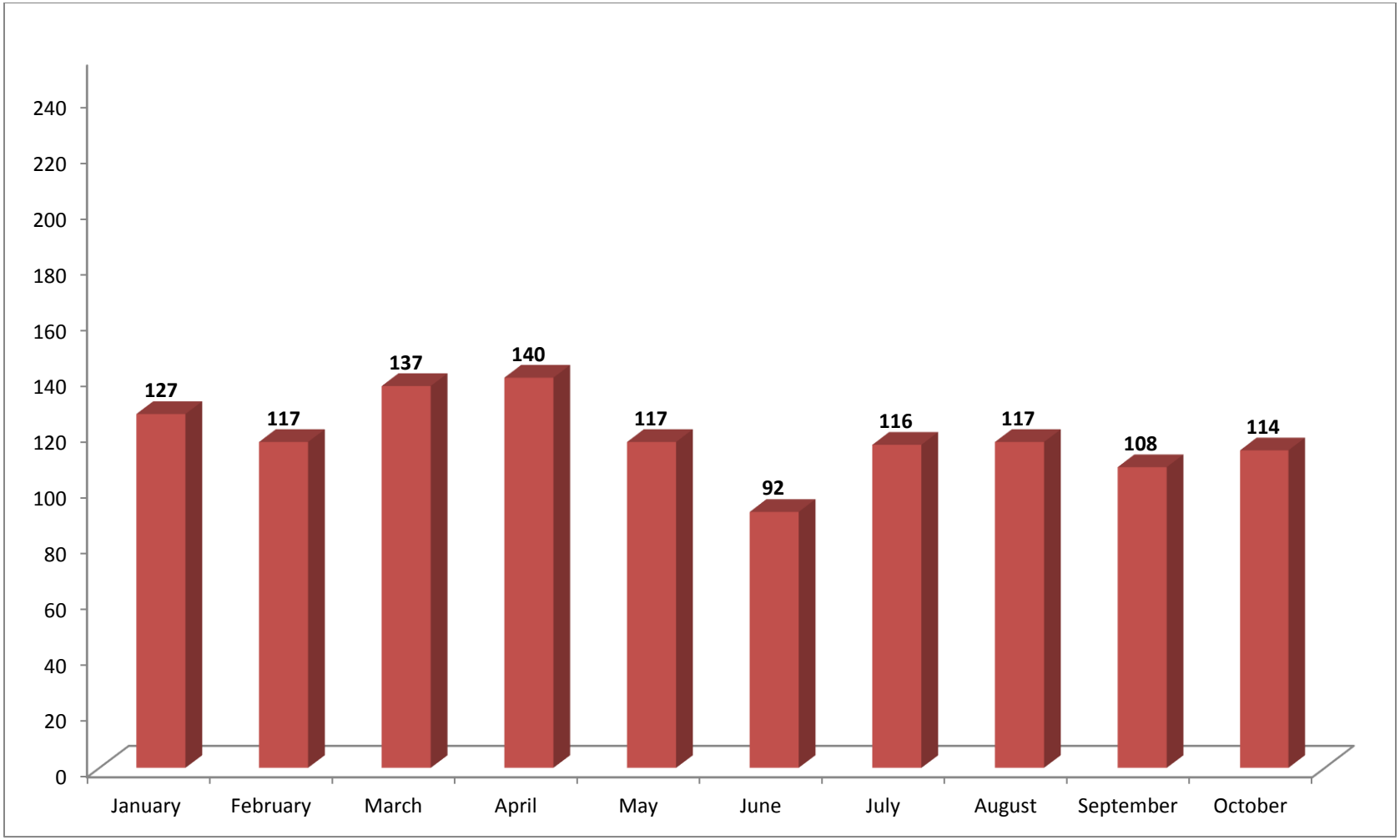
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



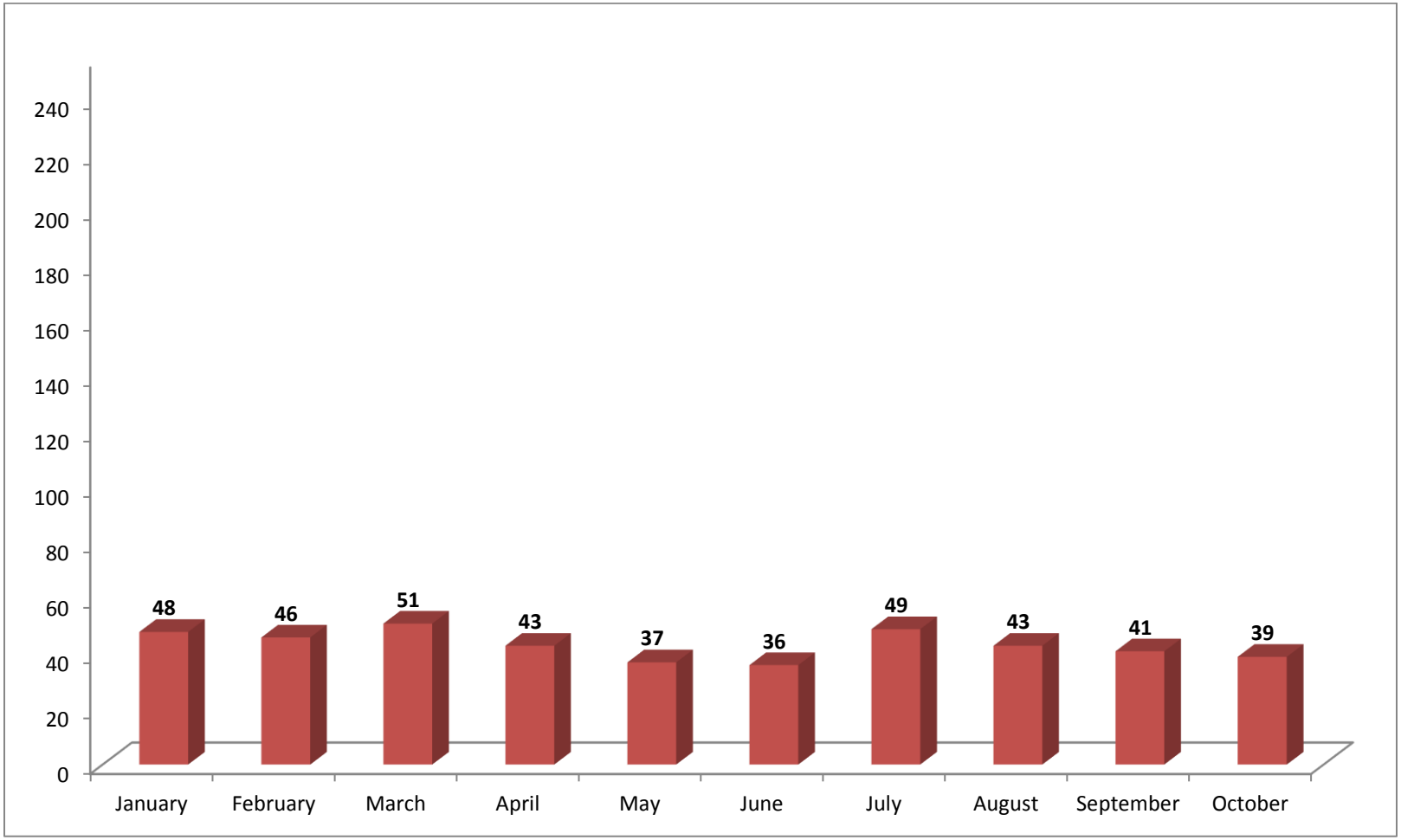
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



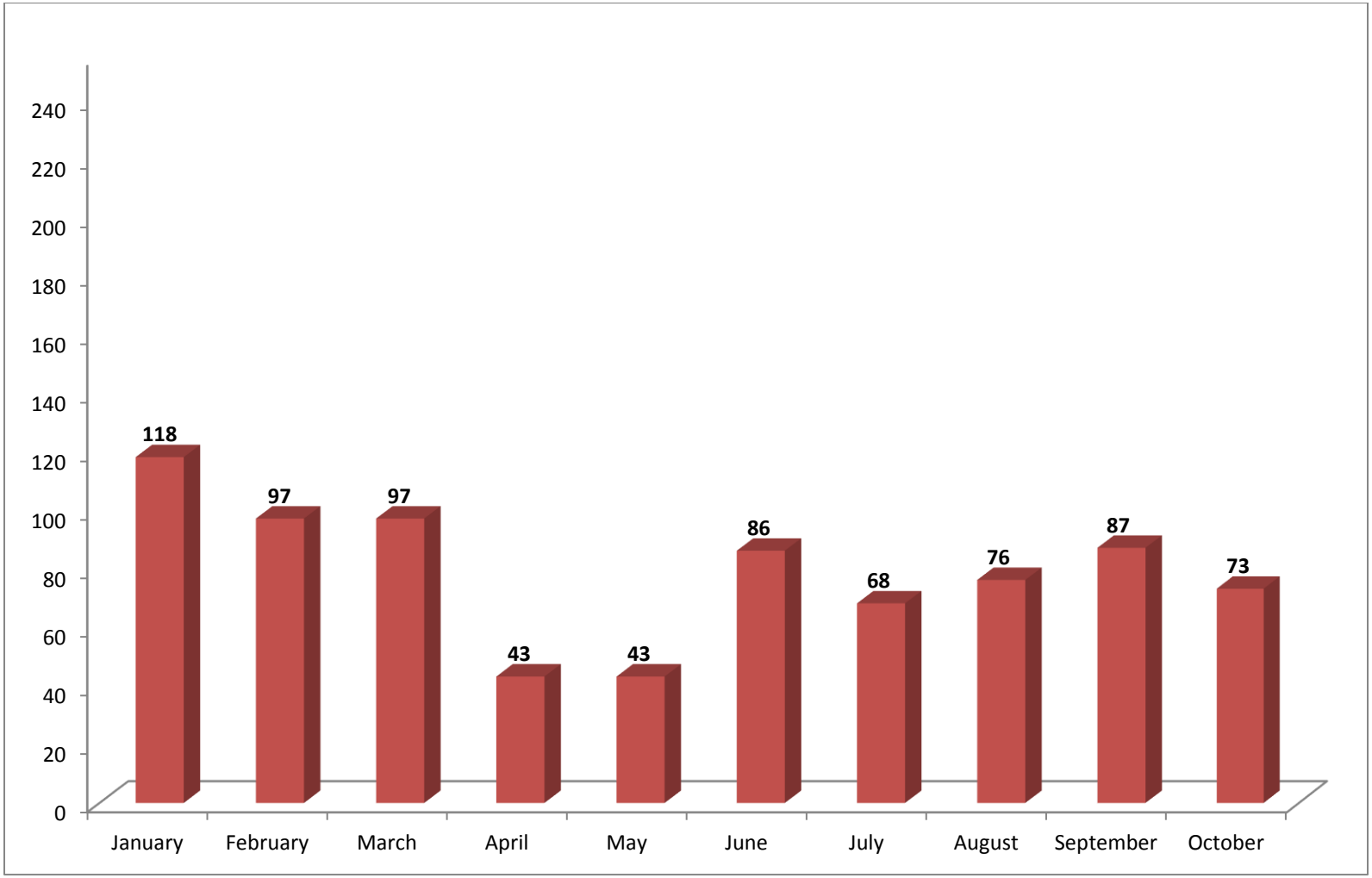
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

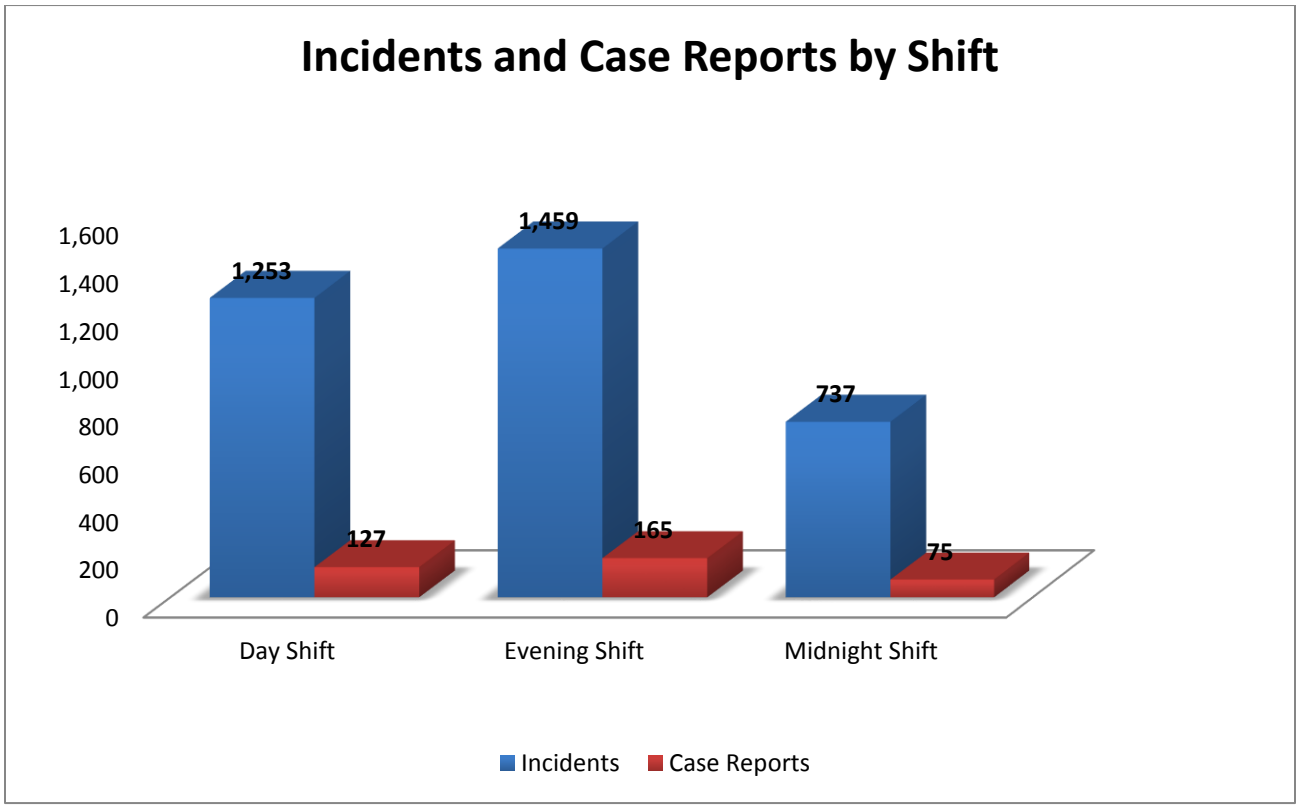
The table below illustrates the total of Incidents and Cases from October 1, 2019 thought October 31, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1080 N. Fiske	122	6
2700 SR.524	91	43
1407 Dixon Blvd	48	20
900 Friday Rd	15	2
1524 Clearlake Rd	16	1
800 N. Fiske	14	4
1514 Clearlake Rd	11	8
1010 N. Fiske Blvd	12	1
TOTAL	**329**	**85**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

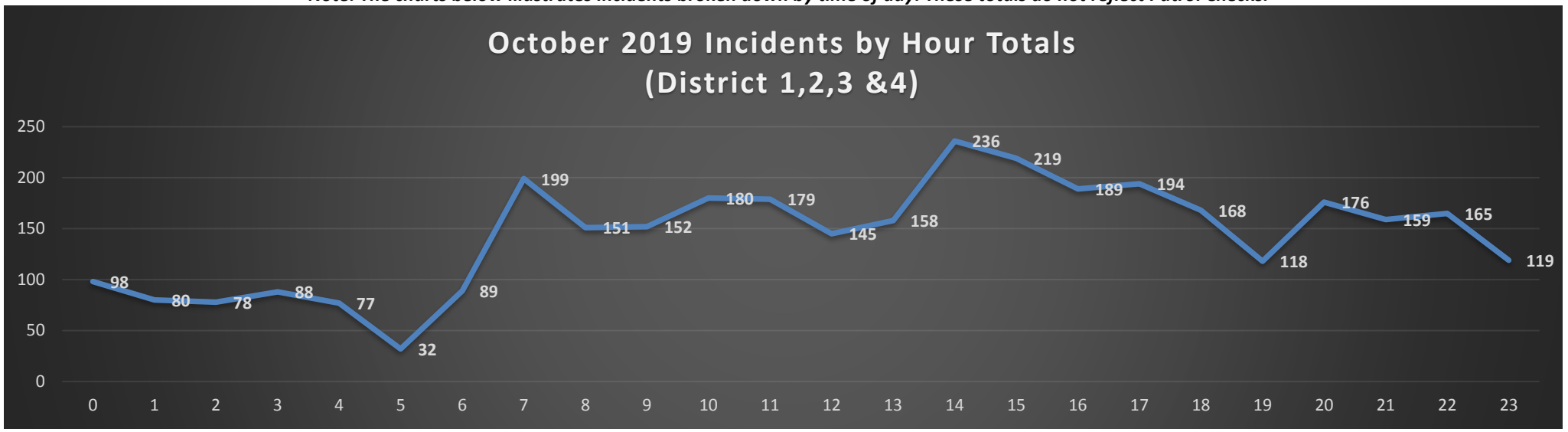


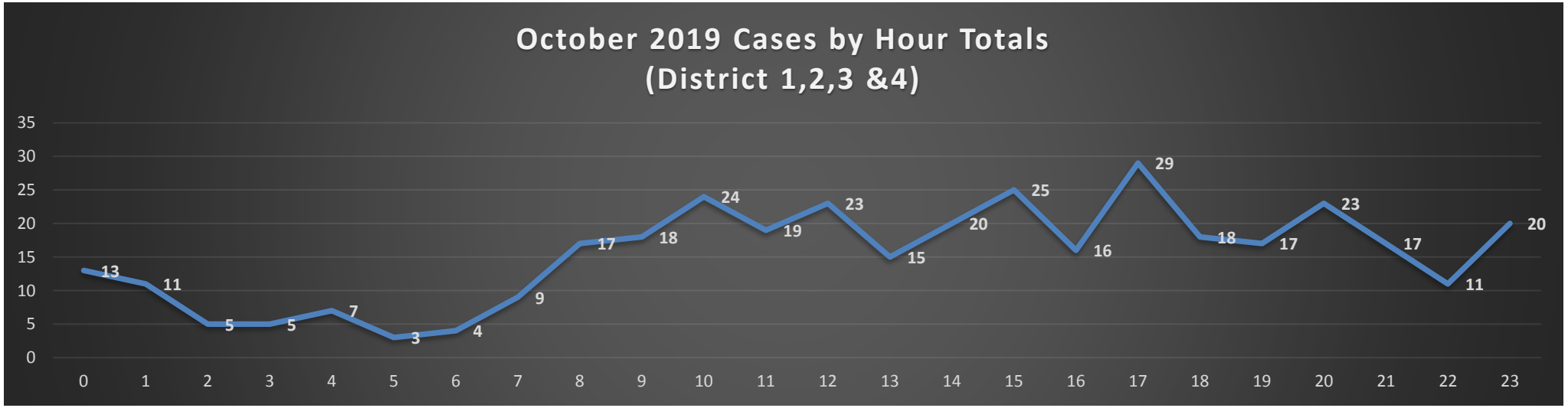
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

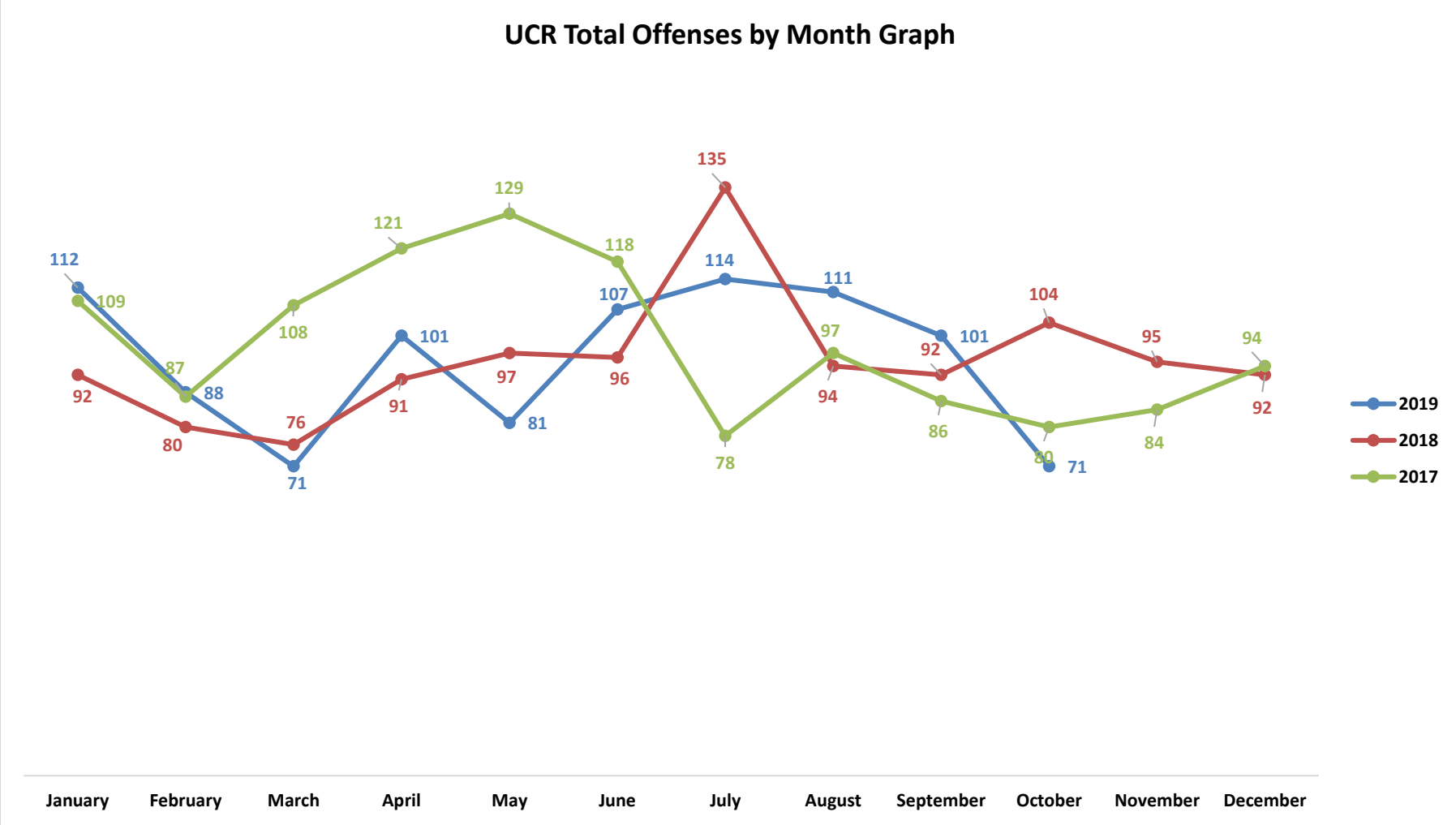
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

November 2019

Prepared by Dalaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 7
District 4 Case Reports 8
Locations of Incidents 9
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2019, 2018 & 2017 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

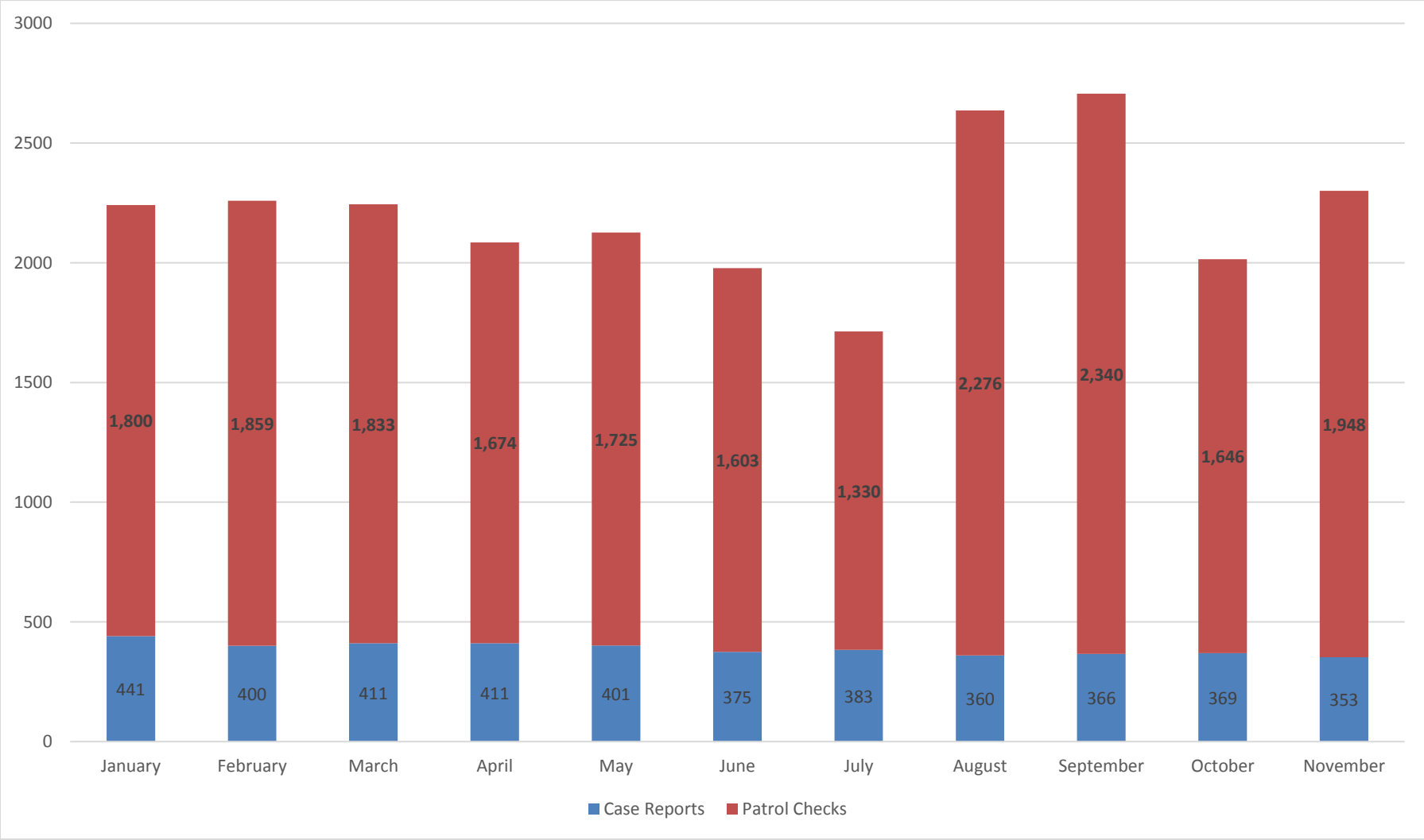
Findings Summary

The purpose of this report is to provide the City Of Cocoa City Council with an overview of incidents and case reports for November 2019. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2017, 2018 and 2019.

- 3,083 Incidents (Excluding Patrol Checks)
- 353 Case Reports (11% of incidents)
  - 183 Criminal Case Reports (51% of all case reports)
  - 170 Non-Criminal Case Reports (48% of case reports)
  - 70 Criminal Case Reports were closed by Arrests/Capias Requests (38% of criminal case reports)
  - 10 Non-Criminal Case Reports were closed by Arrests/Capias Request (6% of non-criminal cases reports)
- 2,289 Incidents were officer initiated (74%)
- District 1 generated the most cases with a total of 163.
- District 3 experienced the lowest amount of cases generated with a total of 32 cases.
- Aggravated Assault and Aggravated Stalking offenses have ***decreased*** by 25% from the previous month.
- Stolen Vehicle Offenses have ***decreased*** by 20% from the previous month.
- Laceny Offenses have ***decreased*** by 19% from the previous month.
- Overall, UCR offenses have ***decreased*** from the previous month by 15%.

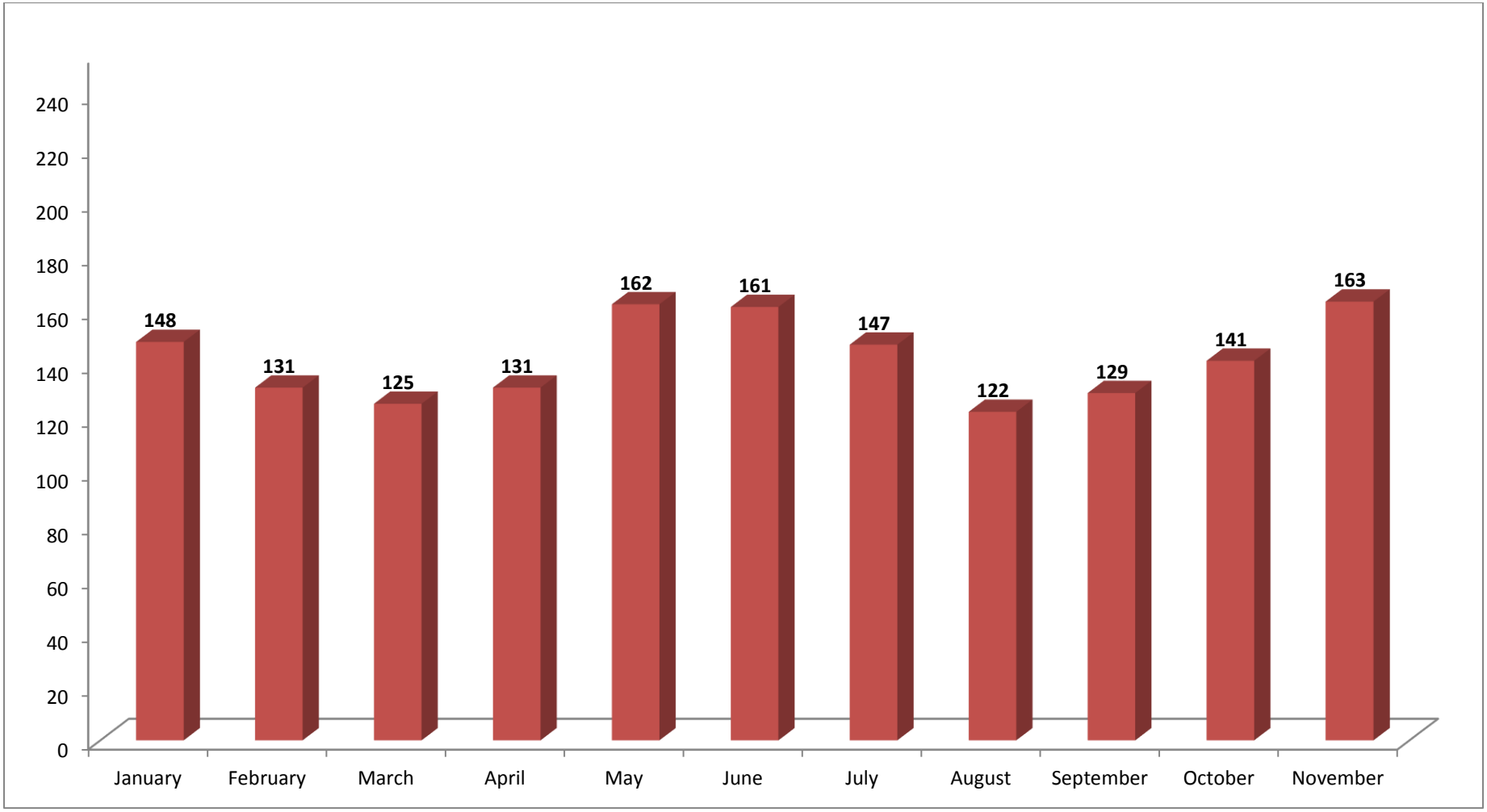
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



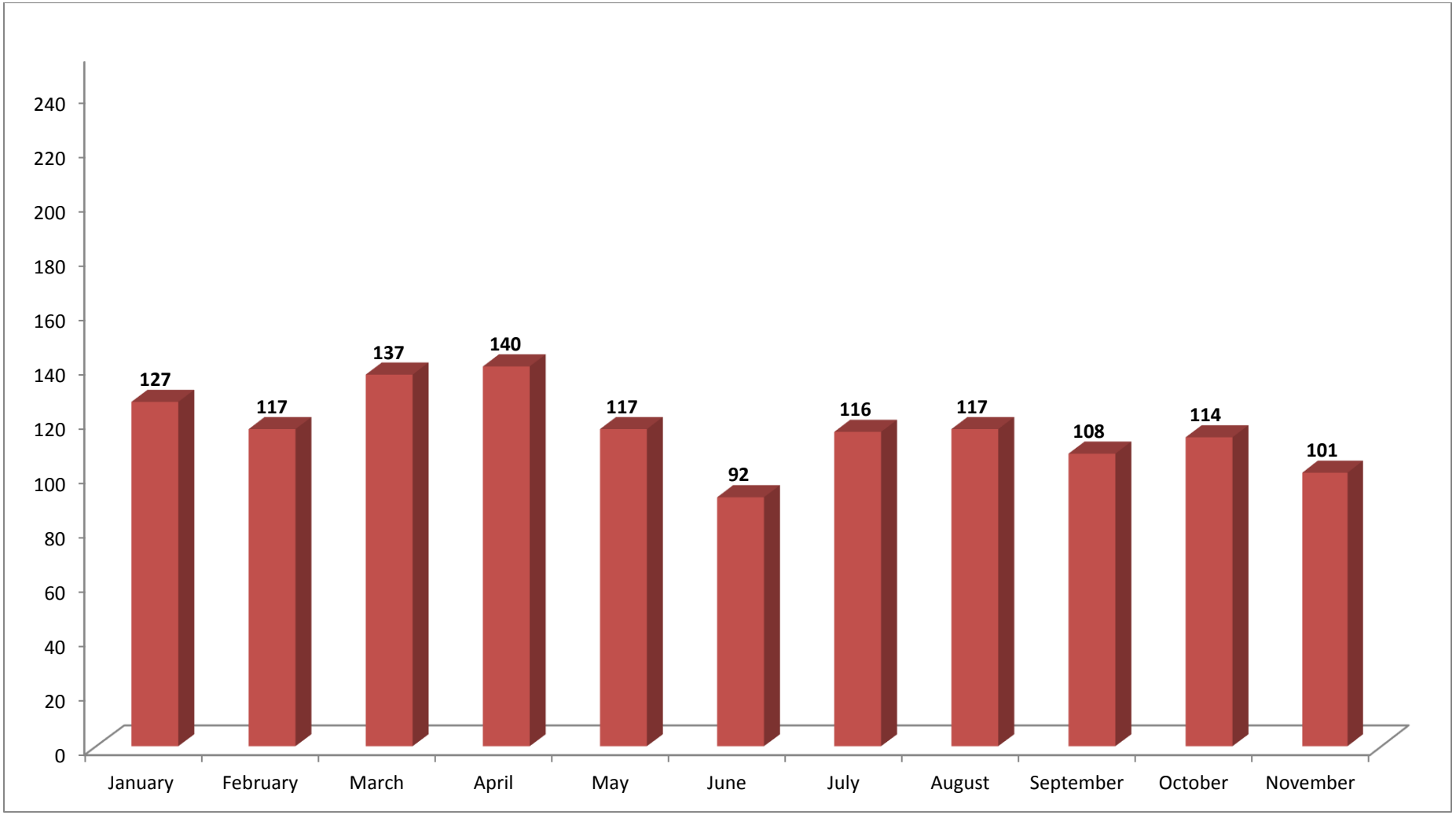
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



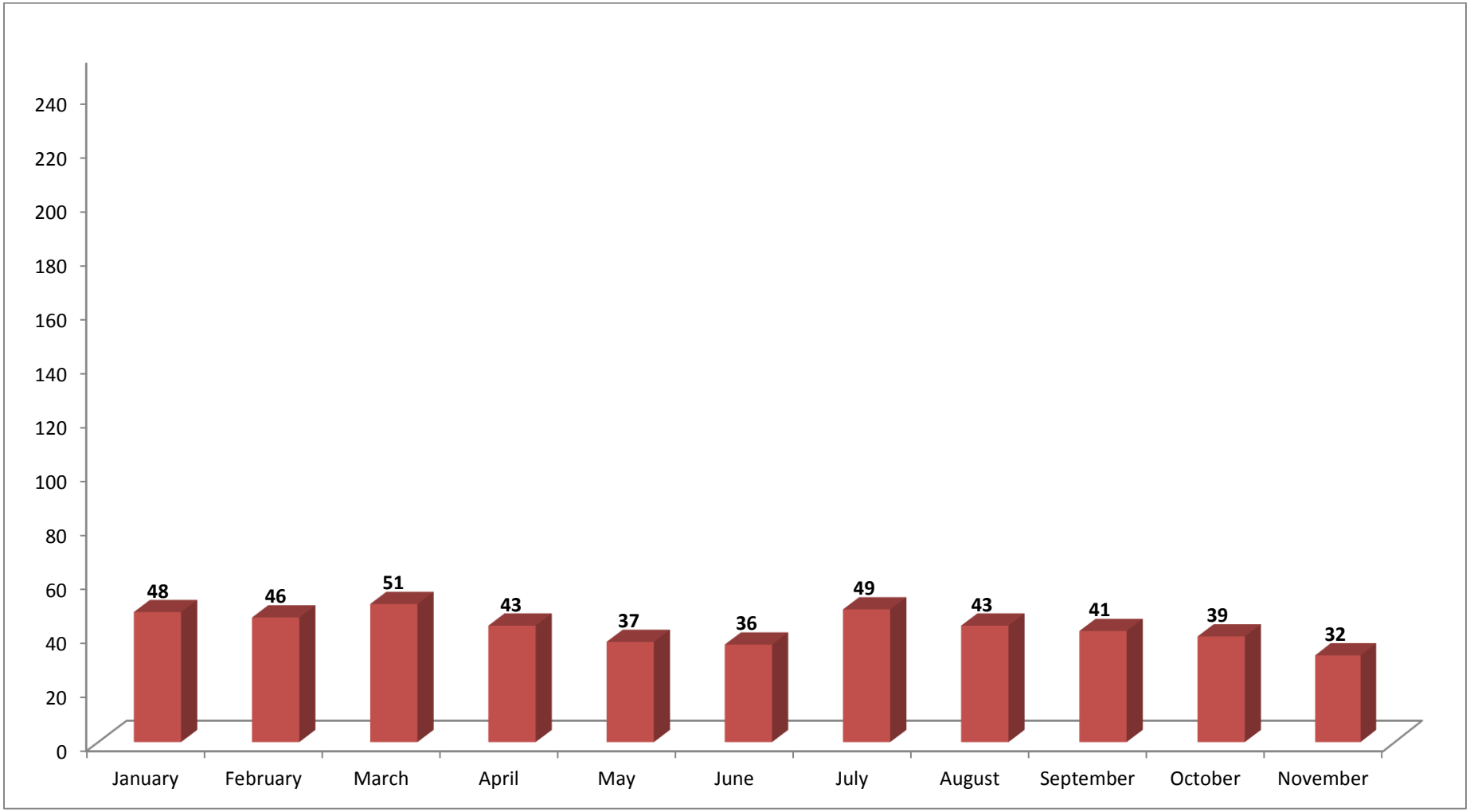
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



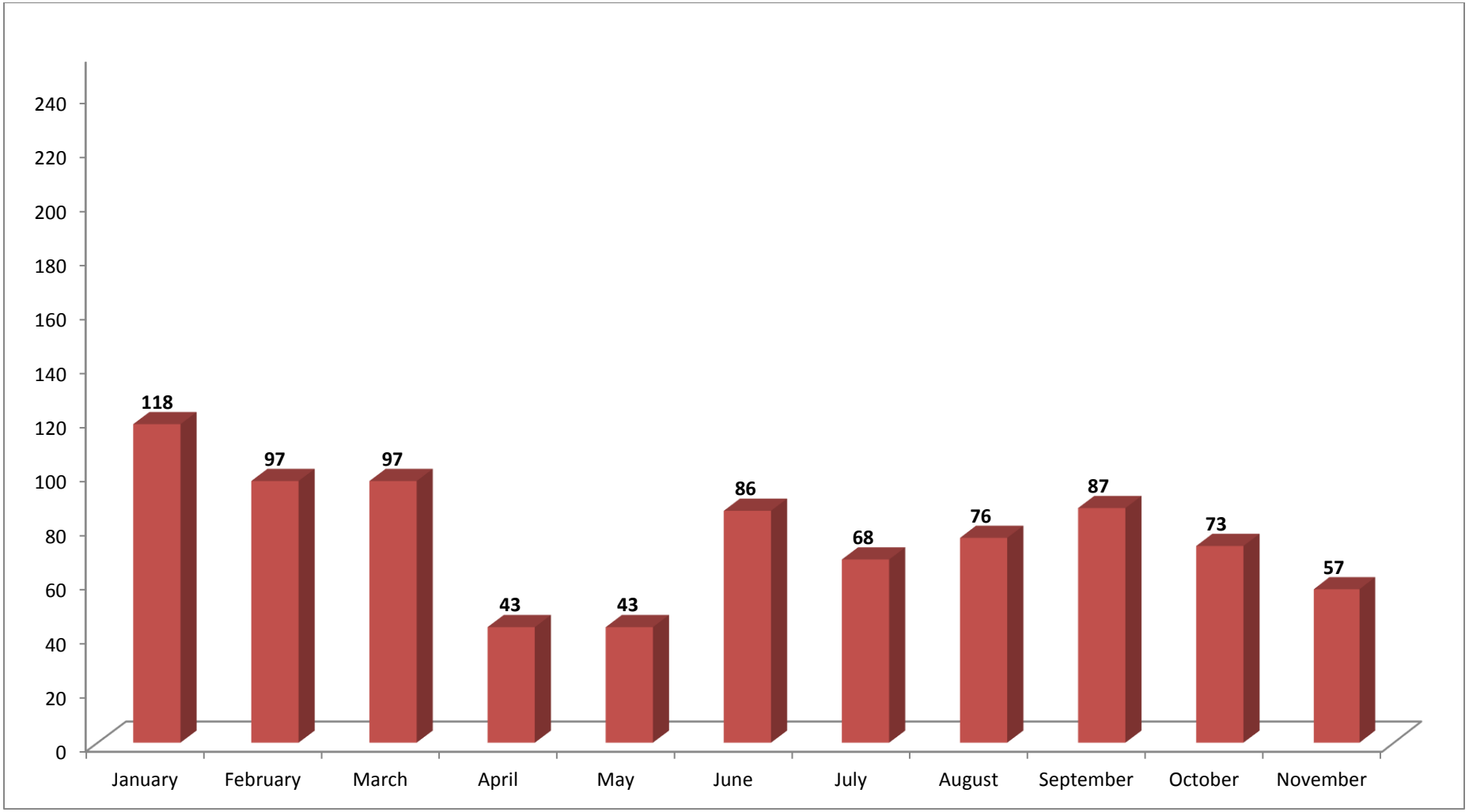
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

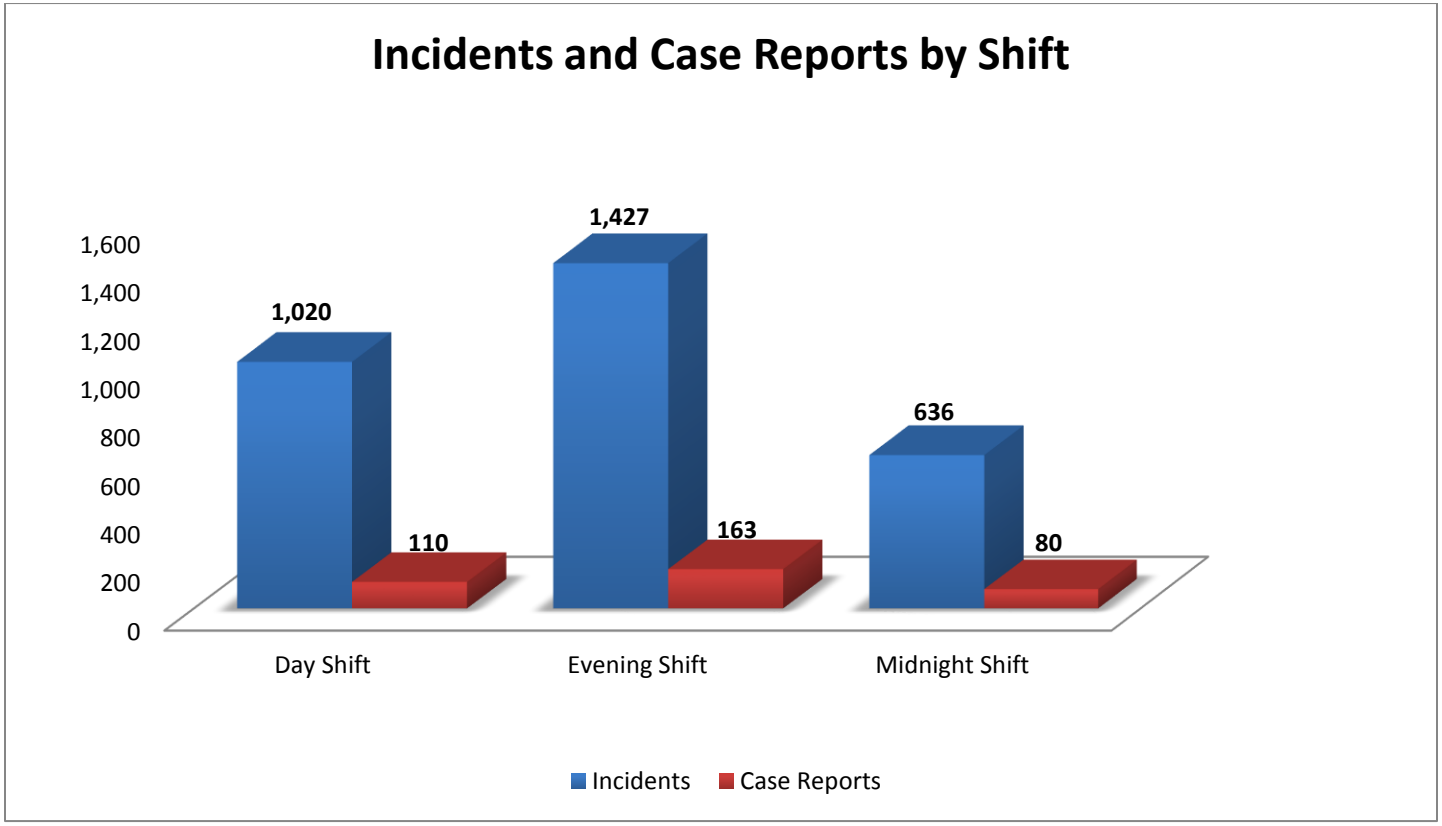
The table below illustrates the total of Incidents and Cases from November 1, 2019 thought November 30, 2019 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	116	13
1080 N. Fiske	80	6
800 N. Fiske	26	5
1407 Dixon Blvd	24	5
1514 Clearlake Rd	15	2
900 Friday Rd	11	0
1524 Clearlake Rd	10	1
1010 N. Fiske Blvd	9	1
TOTAL	**291**	**33**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

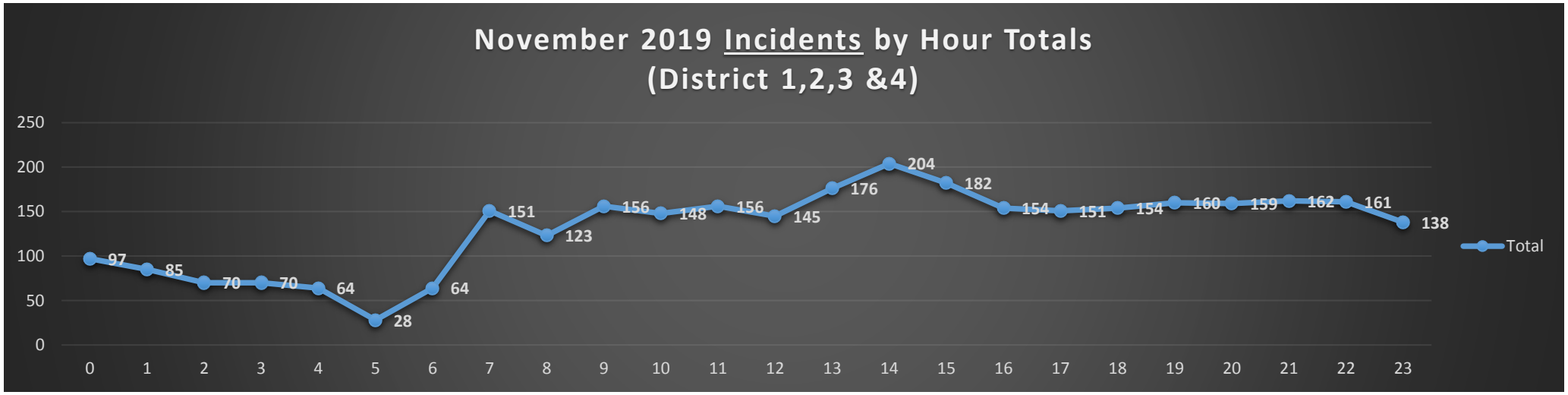


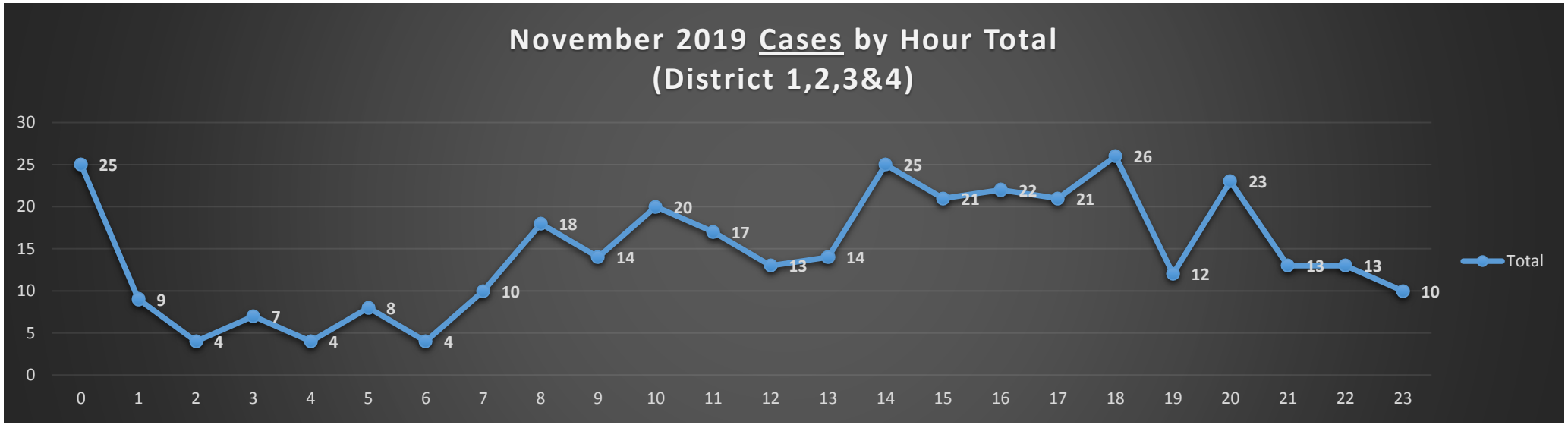
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

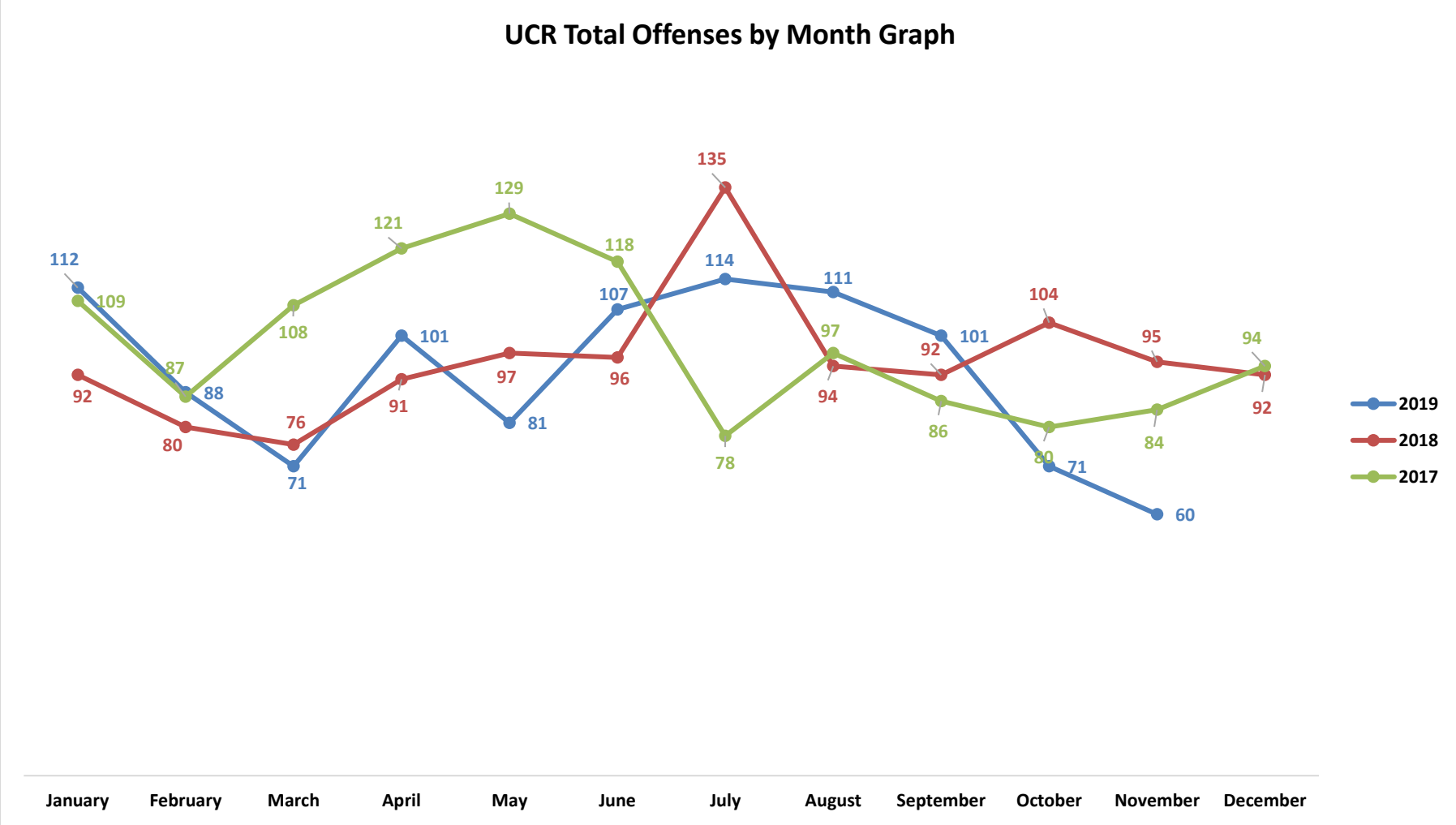
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2019, 2018 & 2017



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst