City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 10, 2017

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 17-11 Approve the Agenda for the Regular meeting of January 10, 2017, as presented or with amendments.

Attachments: 01-10-17.pdf

MINUTES:

II.2(a) 17-22 Approve the Minutes for the Regular meeting of December 13, 2016, as written or with amendments.

Attachments: 12-13-16 Minutes.pdf
EXHIBIT A- SISTER CITY PRESENTATION.pdf
EXHIBIT B- PHOTOS FROM BRAD WHITMORE 001.pdf
EXHIBIT C- Tourism Marketing Co-Op presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-573 City of Cocoa Employee Service Awards Presentation. (Administrative Services Director)

III.2 17-26 Presentation regarding the City's recent Insurance Service Office (ISO) Public Protection Classification Survey. (Fire Chief)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-562 Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2016 through September 30, 2017. (Utilities Director)

Attachments: Resolution No. 2017-07 Sole Source

Burnett Lime Company - Dyal WTP - Cocoa FL 2016-2017.pdf

SS-Dyal 4020-Burnett Lime Comp. (12.9.2016) (003).pdf

V.2 16-563 To Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida, for the Purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. (Utilities Director)

Attachments: B-17-04-COC Final MEMO.docx

Bid tabulation sheet

B-17-04-COC Notice of Award Allied 12.2016.doc

Allied COI 12.2016.pdf

V.3 16-567

1. Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS.
2. Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF.
3. Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630. (Public Works Director)

Attachments:
City Resolution 2016-133 executed 12-13-16.pdf
12_15 EXECUTED State_surplus_land_purchase_contract.pdf
2016-117 (Amending FY2017 budget_ purchase of 3.25 acres of surplus land fr
2016-53 (Amending FY 2016 Budget_ Stormwater management for Diamond Sc
Resolution No. 05-2017.docx
BAF-PW-Wawa Budget Transfers and Amendment (1-10-17) 16-567.pdf
16-472_staff_report.pdf
16-209_staff_report.pdf
16-425_staff_report.pdf
16-540_staff_report.pdf
City_Clerk_Journal_for_Agenda_item_16-540_VIII.2.pdf
City_Clerk_Journal_for_Agenda_item_16-425_VIII.4.pdf
City_Clerk_Journal_for_Agenda_item_16-209_VIII.5.pdf
City_Clerk_Journal_for_Agenda_item_16-472_VIII.3.pdf
Resolution No. 2017-06 change order Diamond Square Pond Cost Sharing

V.4 16-580

To Approve Change Order #1 to P.O. 69294 to install a second door in the Maintenance Building. (Utilities Director)

Attachments:
416 - Door Proposal - 10 14 2016
Journal Approved by Council April 25, 2016 (C&D Construction)
PO 69294
Agenda of 4-26-16; File ID 16-152
Journal of 4-26-16; Item V.5

V.5 17-1 Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders.(Utilities Director)

Attachments:
- SFO Insituform Proposal - City of Cocoa FY17
- CIty of Cocoa CIPP Lining Phase II - FY17
- Daytona Beach CIPP Contract
- RE Contract 0113-1010 Insituform Technologies
- Resolution No. 2017-08 - WS0904

V.6 17-2 Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ Effective March 12, 2016 through March 11, 2017. (Utilities Director)

Attachments:
- OUC Restoration Contractor All Terrain Tractor.pdf
- EXECUTED First Amendment to 3398-2 OQ - All Terrain Tractor Service Inc - 、
- FW Restoration Contractor.msg

V.7 17-3 Approve a Resolution Amending the FY2017 Budget for Emergency Generator Rental from Ring Power Corporation Florida, Orlando and to Approve the Continuation of Work for the Dyal Water Treatment Plant. (Utilities Director)

Attachments:
- Resolution No. 2017-03
- BAF-UT - 4020-Ring Power (1-10-17)~ Agenda 17-3 - FY17 (2).pdf
- Ring Power email from Dave & Jack for Emergency Generator Repair Rental
- Ring Power Quote
- Ring Power Rental Agreement
- 0105 RING POWER CORPORATION - Generator rental .pdf

V.8 17-6 Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the National Joint Powers Alliance (NJPA) Contract No. 070313-VRM to Purchase a McLaughlin VX50-500 Hydro Excavator and Associated Equipment. (Utilities Director)

Attachments: Vermeer Quote VX50-500
McLaughlin-VX50-Diesel-Series-2016-020116
NJPA-Vermeer Overview
RFP and Addendums 070313
Vermeer 070313 Bidders Response
Vermeer 070313-VRM Acceptance and Award
Vermeer 070313-VRM NJPA Contract Renewal 2016

V.9 17-7 Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site). (Public Works Director)

Attachments: Task Order Fire Station 2 ($70508).pdf
P935 Cocoa FS2 and 3 RZK Proposal R1.pdf
Task Order Fire Station 3 ($36441.85) - Informational

V.10 17-8 Approve Agreement with Brevard Robotics, Inc. for the City to Extend a Sewer Force Main (which will be owned and operated by the City) and for an Option to Convert the Private Station into a Future Master Lift Station for City use and Authorize the City Manager to Execute the Agreement. (Utilities Director)

Attachments: Brevard Robotics Agreement
Brevard Robotics Agreement Exhibit A.pdf

VI. PUBLIC HEARINGS:

VI.1 17-12 Ordinance No. 18-2016/ 1st Reading: Establishing a Temporary Moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (Community Services Director)

Attachments: Medical Marijuana Moritorium.pdf

VII. COUNCIL BUSINESS:

VII.1 17-9 Approve the requested 2017 street closures in association with the proposed Special Events. (Community Services Director)

Attachments: Multi_Year_Current_Road_Closures

VII.2 17-10 City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (Administrative Services Director)

Attachments: 2017 Appointment of League Voting Delegate Director Form (2).pdf
BoardMemberList.pdf

VII.3 17-21 Consider the appointment of Stephanie Moretto as an Alternate member of the Code Enforcement Board. (Administrative Services Director)

Attachments: 12_13_16 Moretto Board application.pdf
12_29_16 Moretto Consideration letter.pdf
Code Enforcement Board Roster.pdf

VIII. CITY BUSINESS:

VIII.1 16-568 1)Award the Factory Street Stormwater Retrofit to Estep Construction with a deductive Change Order of $118,385.90 that brings the cost of construction to $259,392 and a project total of $297,877.
2)Approve the attached Deductive Change Order Form which is already signed by the Engineer of Record and Estep Construction.
3)Approve an appropriate Budget Resolution regarding the attached FY17 Project Transfer while utilizing the FY17 Budget Adjustment Form. (Public Works Director)

Attachments: CO80.1 Award Rec Revised 12.7.16.pdf
Factory Street Change Order_DKandEstep_signed.pdf
B-17-01-COC Tabulation Sheet.pdf
SJRWMDsigned_contract28738_byCityMgr.pdf
City of Cocoa - File #_16-335.pdf
Legislation Details (With Text) 16-136.pdf
B-17-01-COC Final MEMO.pdf
Resolution No. 2017-04.pdf
BAF-PW-SW-Project-Transfer SW17BA (1-10-17)` Agenda 16-568 - FY17.pdf

VIII.2 16-569 Ordinance No. 04-2017/ 1st Reading: Repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency. (Community Services Director)

Attachments: Ordinance No. 04-2017.pdf
Brownfields Advisory Board Members.pdf
2002-106(Providing for the creation of an enterprise zone).pdf
2005-112(re designation the Citys enterprise zone).pdf

VIII.3 16-566 Approve a Resolution modifying the composition of the Brownfields Advisory Board; accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Committee. (Community Services Director)

Attachments: Resolution No. 2017-02 Brownfields.pdf
2004-001(Brownfields%20Resolution).pdf
BAB Application - C.Leckey.pdf
BAB Application - J.Blanchard.pdf
BAB Application - S.Ginn .pdf
BAB Application - E. Huy .pdf
BAB Application - L. Houston.pdf
BAB Application - S. Jackson.pdf

VIII.4 17-23 Approve a Resolution adopting a new fee schedule for fire inspections. (Fire Chief)

Attachments: 2017-01 Fire Inspection Fees Resolution.pdf
2017-01 Fire Inspection Fees Resolution - Exhibit A.pdf

MULTI-YEAR CONTRACTS:

VIII.5 17-20 Approve a multi-year Agreement with MCCi LLC, for Laserfiche software and support services retroactive to October 12, 2015 for an amount not to exceed $35,000 annually; Authorize the City Manager and City Attorney to finalize and approved the agreement consistent with this agenda item. (Assistant City Manager)

Attachments: 10_12_15 Agreement for Laserfiche.pdf
CocoaFLSupportw_LAS1 Proposal.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-555 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 11/30/2016.

Attachments: PO Monthy Report to City Council 10.01.16 thru 11.30.16.pdf

IX.2 16-570 Review of the Employee Health Center utilization report provided by CareATC for November 2016. (Administrative Services Director)

Attachments: Copy of Cocoa November 2016 Dashboard

IX.3 16-578 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report November 2016.pdf

IX.4 16-579 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments: FY 2017 November EXPENSE Budget Tracking Worksheet.pdf
FY 2017 November REVENUE Budget Tracking Worksheet.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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Legislation Details (With Text)

File #:	17-11	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/27/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 10, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-10-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 27, 2016
Agenda Date: January 10, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 10, 2017, 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 10, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: January 10, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 10, 2017
2. Minutes: (a) Regular meeting of December 13, 2016 (17-22)

III. AWARDS AND PRESENTATIONS:

1. City of Cocoa Employee Service Awards Presentation. (16-573). (Administrative Services Director)

2. Presentation regarding the City's recent Insurance Service Office (ISO) Public Protection Classification Survey. (17-26). (Fire Chief)

IV. DELEGATIONS:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking

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

V. CONSENT AGENDA:

1. Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2016 through September 30, 2017. (16-562). (Utilities Director)

2. Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida, for the Purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. (16-563). (Utilities Director)

3. 1) Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS; 2) Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF; and 3) Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630. (16-567). (Public Works Director)

4. Approve Change Order #1 to P.O. 69294 to install a second door in the Maintenance Building. (16-580). (Utilities Director)

5. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders. (17-1). (Utilities Director)

6. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ Effective March 12, 2016 through March 11, 2017. (17-2). (Utilities Director)

7. Approve a Resolution Amending the FY2017 Budget for Emergency Generator Rental from Ring Power Corporation Florida, Orlando and to Approve the Continuation of Work for the Dyal Water Treatment Plant. (17-3). (Utilities Director)

8. Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the National Joint Powers Alliance (NJPA) Contract No. 070313-VRM to Purchase a McLaughlin VX50-500 Hydro Excavator and Associated Equipment (17-6). (Utilities Director)

9. Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site). (17-7). (Public Works Director)

10. Approve an Agreement with Brevard Robotics, Inc. for the City to Extend a Sewer Force Main (which will be owned and operated by the City) and for an Option to Convert the Private Station into a Future Master Lift Station for City use and Authorize the City Manager to Execute the Agreement. (17-8). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 18-2016/1st Reading: Establishing a Temporary Moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (17-12). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve the requested 2017 street closures in association with the proposed Special Events. (17-9). (Community Services Director)

2. City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (17-10). (Administrative Services Director)

3. Consider the appointment of Stephanie Moretto as an Alternate member of the Code Enforcement Board. (17-21). (Administrative Services Director)

VIII. CITY BUSINESS:

1. (1) Award the Factory Street Stormwater Retrofit to Estep Construction with a deductive Change Order of $118,385.90 that brings the cost of construction to $259,392 and a project total of $297,877; (2) Approve the attached Deductive Change Order Form which is already signed by the Engineer of Record and Estep Construction; and (3) Approve an appropriate Budget Resolution regarding the attached FY17 Project Transfer while utilizing the FY17 Budget Adjustment Form. (16-568). (Public Works Director)

2. Ordinance No. 04-2017/1st Reading: Repealing Chapter 8, Article V; and dismissing members of the former Enterprise Zone Development Agency. (16-569). (Community Services Director)

3. Approve a Resolution modifying the composition of the Brownfields Advisory Board; and accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Board. (16-566). (Community Services Director)

4. Approve a Resolution adopting a new fee schedule for Fire Inspections. (17-23). (Fire Chief)

MULTI-YEAR CONTRACTS:

5. Approve a multi-year Agreement with MCCi LLC, for Laserfiche software and support services retroactive to October 12, 2015 for an amount not to exceed $35,000 annually; Authorize the City Manager and City Attorney to finalize and approved the agreement consistent with this agenda item. (17-20). (Assistant City Manager)

IX. INFORMATIONAL AGENDA:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 11/30/2016. (16-555). (Finance Director)

2. Review of the Employee Health Center utilization report provided by CareATC for November 2016. (16-570). (Administrative Services Director)

3. Relation between the estimated and actual income and expenses to date. (16-578). (Finance Director)

4. FY 2017 Budget Adjustment Report. (16-579). (Finance Director)

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney
City Manager

City Council

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-22	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/30/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of December 13, 2016, as written or with amendments.				
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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 30, 2016
Agenda Date: January 10, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of December 13, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes for the Regular meeting of December 13, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

December 13, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, December 13, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jason McCuen, Helpdesk Support Tech; Samantha Senger and Yvonne Martinez, Public Information Officers.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of December 13, 2016 (16-530)

City Manager Titkanich requested that two items be moved from Consent to City Business. Consent Item V.7 would be moved to City Business VIII.1; and Consent Item V.1, moved to City Business VIII.6.

2. Minutes: (a) Regular Meeting of October 11, 2016 (16-531)
(b) Regular Meeting of October 25, 2016 (16-532)
(c) Special Meeting of November 7, 2016 (16-533)
(d) Special Meeting of November 21, 2016 (16-561)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Agenda as amended for the Regular meeting of December 13, 2016; and the Minutes for the Regular meeting of October 11, 2016; Regular meeting of October 25, 2016; Special Meeting of November 7, 2016; and the Special meeting of November 21, 2016 as written.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

III. AWARDS AND PRESENTATIONS:

1. Mayor Parrish official send off to Sister City for trip to Israel and short presentation by Kathy Mardirosian. (16-560). (Mayor Parrish)

Kathy Mardirosian with the Sister City provided a brief presentation[1] regarding the Sister City program and their Israel Peace Ambassador Tour 2016. She mentioned that they would be leaving tomorrow.

Many of the attendees were present, and she pointed out that over 33 people from Brevard County were going on the trip.

She mentioned various fundraisers were done in order to raise money for the trip, one being L'Chaim which was a multi-media interactive theater experience about America's Jewish Legacy.

Lastly, she invited the tour representatives and ambassadors to come forward and asked for a commissioning statement from Mayor Parrish. Mayor Parrish

[1] EXHIBIT A: Sister City Presentation

wished them all well and that he looked forward to hearing from them when they returned.

2. Proclamation recognizing the Retirement of Jack Masson, Director of Brevard County Parks and Recreation. (16-557). (City Manager)

City Manager Titkanich asked Mr. Jack Masson to come forward and noted that Mr. Masson was the embodiment of a public servant who was very passionate about improving the quality of life for citizens in Brevard County, and wished him well on his retirement. He mentioned that it had been a pleasure working with him.

City Manager Titkanich read the proclamation into the record.

Mayor Parrish advised that there were a lot of communities who were honoring Mr. Masson; however he lived in Cocoa and he thanked him for coming. Mayor Parrish stated that he hoped that he has taught those taking over how to manage like he does.

Mr. Masson thanked everyone and agreed that it was easy to manage when you have money, but it takes a real manager to manage when there are no funds. He thanked the Mayor, City Manager, Assistant City Manager, and the City Attorney. He spoke of his amazement at the turnaround of Cocoa and attributed that to Council and City management.

Mr. Masson commended the City and believed that the parks were important to the quality of life. When people move to a community they look for jobs and infrastructure. He thanked all again and mentioned that it has been a tremendous journey.

3. Presentation by Chief Cantaloupe.

This presentation was added. Chief Cantaloupe provided a photo of the Tank of the Year that had been taken by a local photographer. The photo was of the tank during a storm, and the uniqueness of the photo was shared numerous times on social media. He presented the photo to Mayor Parrish.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell Street, Cocoa, Florida, was dressed as Santa Claus. He thanked Councilwoman Warner for her time and dedication in helping with the Thanksgiving meal. He further thanked Brad Whitmore for showing up and helping. Next, he spoke to the Council, City Manager, and City Attorney noting that he had been here for two years, asking for assistance in getting cameras installed his neighborhood. He has asked for a pole and is being told that the city could not help them install cameras. He spoke of an incident where a neighbor's windows got shot out and another of a child who was 8 inches away from a bullet going through his head. He advised that this caliber of bullet was not the everyday bullet. If the cameras were up the police department would have the face of those who drove by.

Mr. Sinclair feels that people should work together because at the same time last year the same thing happened. There are kids in the streets who are unsupervised of all ages and it would not be a surprise for one of them to be walking outside at 3 a.m. He questioned how concerned the City was with privacy issues on a public street and right-of-way.

City Manager Titkanich advised that he would like to confer with the attorney as this was more complicated than installing a pole. In response, City Attorney Garganese noted that there were many issues here, and the fact that Mr. Sinclair was implying that people have no right to privacy on a public street or right of way and that he opined that, was false. The opinion he wrote could be provided and it outlined about fifteen pages of information with what the City could do in regards to cameras. The City could do whatever it wished to do as long as it was within the law. He was not going to sit there and have some individual imply that he said somebody has the right of privacy when standing on a public right of way. He has never opined that.

Mr. Sinclair mentioned that the Assistant City Manager spoke with him at the Crime Summitt and that he told Mr. Sinclair that the City Attorney stated that the City could not have anything to do with this, even with helping them get a pole, because of the right to privacy for citizens that are out on the street.

Mr. Sinclair told Attorney Garganese that it did not matter to him and he was not going to accuse him of anything. He did not read the opinion, as the Assistant City Manager never forwarded it to him after he said he would. He was not into playing politics right now, but he was into keeping bullets from flying in his neighborhood.

Mayor Parrish agreed and wanted it worked out. He has had it with the gunfire. City Attorney Gargnese agreed it was a serious issue with serious study and the City needs to decide what to do with this in regards to technology. There are significant legal issues that needed to be taken into consideration, including the right to privacy under certain circumstances that are in play here. It was something that can be looked at. Mayor Parrish asked staff to work it out.

Donna Kettner, 111 Harrison Street, Cocoa, was upset about the issue that Mr. Sinclair spoke about. Ms. Kettner spoke about issues affecting her business, Green Apples, such as garbage, grease, recycling, and the dirty sidewalks. She tries to remain positive but noted it was hard because nothing is being done. Citations to property/business owners were not enough.

Mayor Parrish asked staff what the City could do. City Manager Titkanich advised that he would get with Mr. Belden, and was aware that that the property was recently cited.

Mr. Belden mentioned that he had been there multiple times and the building official has also visited the property multiple times. He agreed that there were multiple issues and had personally witnessed the issues. Code Enforcement was involved.

Mayor Parrish questioned the dirt and grease. In response, Mr. Belden stated that permits were in the process, and they were required to have a fence. Both he and Mr. Angeline have had many conversations with the contractor because the fence was not installed properly. He understands this was all difficult but assured everyone they were trying to minimize problems when they can.

Mayor Parrish asked if action could be taken on the dumping of grease. Mr. Belden responded in the affirmative.

Brad Whitmore, 351 Rockledge Drive, and representing HCVA provided an update on the 33rd Annual Holiday Craft Bazaar. He mentioned that about 12,000-15,000 visitors came through the village for the event. Additionally, he spoke about the success of the Sail to the Sun Rally and thanked Mayor Parrish for the reception at the Parrish Grove Inn. He showed the flags that were sold and noted that all of the boaters loved Cocoa Village.

He provided a special thanks to Chief Cantaloupe for the extra security provided at the docks and on the water. There were some complaints in reference to the

dinghy docks but he believes that he has an idea for those. He provided pictures to Council[2] of a possible ladder area and the dinghy area. He pointed out that three fender boards could be purchased for less than $500.

V. CONSENT AGENDA:

~~1. Approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts; Authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development. (16-339). (Finance Director)~~

* This item was moved to City Business VIII.6.

2. Approve a Second Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (16-495). (Utilities Director)

3. Approve Task Order 2017-42 with CDM Smith, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance. (16-508). (Utilities Director)

4. Approve the revised and updated Community Services Department Housing Program Policies and Procedures in accordance with proposed revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans. (16-519). (Community Services Director)

5. Approve the Third Amendment to the Interlocal Agreement with the City of Titusville to Maintain the Water Utility Interconnect; Authorize the City Manager to Execute the Agreement. (16-528). (Utilities Director)

6. Approve Renewal of Memorandum of Agreement (MOA) between the City of Cocoa, Orlando Utilities Commission, East Central Florida Services, Inc. and Farmland Reserve, Inc. for Permitting Additional Water from Taylor Creek Reservoir for Future Demands. (16-529). (Utilities Director)

~~7. Approve participation in the Space Coast Tourism Development Office's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards. (16-541). (City Manager)~~

* This item was moved to City Business VIII.1.

[2] EXHIBIT B: Photos provided by Brad Whitmore

8. Approve a Resolution requesting a substantial amendment to the State Fiscal Year (SFY) 2013-2016 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (16-550). (Community Services Director)

9. Authorize the City Manager to execute the FDOT Construction Agreement and any other FDOT-required documents necessary for permits related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US 1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (16-551). (Public Works Director)

10. Approve the Fourth Amendment to the Agreement Covering Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc. (16-556). (Utilities Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Consent Agenda.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the Reappointment of Mrs. Lorraine Koss as a Regular member on the Utilities Advisory Board through November, 2019. (16-534). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Mayor Parrish, to approve the reappointment of Lorraine Koss as a Regular member of the Utilities Advisory Board through November, 2019.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

2. Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing

Authority through December, 2020, subject to the concurrence of the City Council. (16-546). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the reappointment of Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

3. 2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate. (16-553). (Administrative Services Director)

* **MOTION by Mayor Parrish; Seconded by Deputy Mayor Boisvert, to table this item until a full Council was in attendance.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

VIII. CITY BUSINESS:

1. Approve participation in the Space Coast Tourism Development Office's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards. (16-541). (City Manager)

Ms. Senger provided a presentation[3] for the Space Coast Tourism Development Office's 2017 Marketing Co-op and provided options to Council for the City's 2017 marketing campaign.

She explained the first option, which is to option is to strictly invest the $25,000 into the Billboard Co-op program which will net us 4-8 billboards depending on location. This will be a 12 month contract with permanent billboard locations of our choosing. These boards would not be moved and would allow extensions.

The second option is to do a hybrid co-op program which would give us the opportunity to participate in the billboard program with 1-2 boards in the location of our choosing and digital marketing through the TDO's social media platforms. The TDO would produce 1-2 short videos that would be promoted on Facebook. This

[3] EXHIBIT C: Tourism Marketing Co-op Billboards and Digital Marketing presentation

would give us the opportunity to recieve demographic information and analytics on these marketing efforts that we cannot get from the billboard.

Ms. Senger provided an example video of Cocoa Beach that was recently done by the Space Coast Tourism Development Office. The video is a great tool due to social media utilizing video more today. Additionally, it is a great way to promote and market the area.

She further provided an example of the analytics that the City would get from the utilization of the program.

Ms. Senger introduced the Director of the Tourism office, Mr. Eric Garvey. Mr. Garvey pointed out that about a year ago they established a relationship with Facebook and Instagram and in exchange they have access to great digital sites. The video that was shown had approximately 1 million hits in just one week. He mentioned that billboards were still good, however, with those you do not know who is responding.

An interesting point with digital media is that you not only get impressions, but it is also by those who were most likely to visit here. Digital media allows you do do a little more and to be a little more strategic. He advised that they were thrilled to work with the City and have a fondness for Cocoa Village. They were pleased to be partnered with the City.

Mayor Parrish asked where their office was located and in response, Mr. Garvey stated Cocoa Village.

Mayor Parrish felt that Option 1 was better to him and asked about the locations. In response, Mr. Garvey noted that before they had focused on quantity and not quality, but over time economy comes back and advertisers pick the better sites and the Tourism office was then forced to the less popular sites.

This option gives them better control of the placement of billboards and they check the areas to make sure the billboards were not obscured by vegetation, etc.

Councilwoman Blanco believed that while billboards were effective, she recently took a marketing class and mentioned that the instructor said if a picture was worth a thousand words a video was worth a million. Media is constantly evolving and to her Option 2 was the better way to go.

Ms. Senger pointed out that if someone was in Cocoa Beach, with the media you can pin them and push a message to them. The Tourism office spends so much money on Facebook that they have their own rep and they realize the investment that it is.

Mayor Parrish asked Ms. Senger what she recommended. In response, Ms. Senger believed they would get benefit with Option 2.

Mayor Parrish thanked them for the presentation.

City Manager Titkanich reiterated staff's recommendation.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to go with Option 2.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

2. Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City. (16-540). (Public Works Director)

Mr. Wegerif noted that this was a continuation of an item that staff has recently brought to Council. The state was asking for a more explicit resolution authorizing the City Manager to execute the documents.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

3. Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd.; Approve entering into a co-operative purchase agreement with

Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the amount not to exceed $96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd.; Approve a Resolution amending the FY2017 budget. (16-544). (Public Works Director)

Mr. Wegerif advised that this was in regards to work that was done last fiscal year and was ongoing for quite some time. This is a request for the continuation of a purchase order so that he project can be completed.

Deputy Mayor Boisvert asked if the project would be done this year. In response, Mr. Wegerif stated yes, either 2017 or 2018.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

4. Approve a Resolution adjusting the Fiscal Year 2017 Budget, transferring a duplicate entry from the State Contribution in the Firefighter Pension Plan into General Fund Contingency. (16-545). (Finance Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

5. Approve a Resolution Amending the FY2017 Budget to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (16-549). (Utilities Director)

Mr. Walsh presented the item and reminded all that many of the construction projects were not completed in a fiscal year, and that they do their best to guess at the cost of the project. This approval will allow for the continuation of the projects.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

6. Approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts; Authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development. (16-339). (Finance Director)

City Manager Titkanich explained that the City provided billing services to other jurisdictions and in addition to this the City has two private contractors through formal agreements that memorialize the terms and conditions of the services to be provided, including current rate charges and the City's fee for providing these services.

Colony Park Utilities Inc. was a small private sewer utility that provides service to small manufactured home park on Merritt Island. He provided a brief background on the history of the City and Colony Park, advising that about two month ago the City stopped providing billing services. He pointed out that at this time they were ready to execute the billing services agreement. The City would work with Colony Waste Services, Inc. to reinstate the billing of private sewer services. This may, however, involve retroactive billing to customers for past due amounts and services that were received and not billed to customers after the City discontinued billing services.

Joe Foody, 161 SW 11th Court, Boca Raton, Florida, mentioned that on March 21, 2016 he purchased the mobile home park. He was not aware of the agreement that had to be signed and advised that he received an agreement on a Friday afternoon stating the agreement was being terminated. He reached out to City Attorney Garganese and let him know he did not know anything about this. He stated to make a long story short, he found US Water Corporation to purchase the property but in the last two or three months they had not been billing people. It runs about $2200 per month. He was not here to stop the purchase but they were using the system and he was paying for it. He was requesting reimbursement.

Councilman Blanco questioned Mr. Foody about the purchase. She asked if he was given any disclosures. Mr. Foody stated no, that he did not know about any

of this. Councilwoman Blanco felt that all of it should have been disclosed to him at the time. He agreed.

City Manager Titkanich advised that there was an agreement and at the end of the day our attorney reached out and attempted to get in touch with the new owner. There was not an agreement with the new company and after repeated attempts they decided to terminate the billing.

City Attorney Garganese mentioned that this was a complicated scenario that had been going on for literally 9 months. From a legal standpoint, if the City was going to do billing for another utility than that utility needed to enter into a written agreement with the City.

In 2002, Colony Park Inc. had an agreement. The mobile home park was acquired by another entity and the other entity of whom they spent months trying to get a service agreement with was not willing to sign. Mr. Foody's group was willing to sign the agreement and while this was going on the City Manager discontinued billing charges, rightfully so because there was not a contract. The City was ready to enter into a contract now but the party was getting ready to sell it to another company.

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Mr. Foody pointed out that they closed last Thursday and that he could not sign for Gary since he was the operator and not the owner. He cannot sign for US Water because he was not US Water. He was stuck in the middle and paying a lot of money to maintain it.

City Attorney Garganese reiterated that staff was recommending that they enter into a contract with the company. The agenda item does state that the contract can be amended. He understood that Foody's company wanted to retroactively bill for services that were not billed. In talking to staff they were not recommending that they back bill for services but that they enter into a new contract and bill forward.

Councilwoman Blanco asked why the City would not want to collect the money. Foody concurred.

City Attorney Garganese advised that the City only provided billing services. They issue a water bill for other companies in Brevard County. He recommended to bill going forward but not to bill those who have not been billed.

Mr. Foody pointed out that customers have used it and they could not do anything. Attorney Garganese advised that they have the right to bill customers directly. The City Manager did not authorize billing because there was no signed contract. This is not customary and was much more work on the City. Furthermore, he had expended a lot of resources to get to this point.

Mr. Foody mentioned that there has not been a contract since 2012 and for the last couple of months it was money out of his pocket. He thought since nothing was shut off it was bad business.

Councilwoman Blanco assured Mr. Foody that they understood his point but the City Manager made a valid point.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve staff's recommendation.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

MULTI-YEAR CONTRACTS:

7. Approve the First Amendment of a multi-year Continuing Services Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020. (16-483). (Community Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

8. Approve the First Amendment of a multi-year Continuing Services Agreement with Infrastructure Solution Services, LLC (Melbourne, Florida) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 12, 2016 through December 11, 2020. (16-484). (Community Services Director)

*** MOTION by Councilwoman Blanco; Seconded by Mayor Parrish, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

9. Approve a Multi-Year Contract with the Bancorp Bank/dba/Mears Motor Leasing and authorize the City Manager to negotiate, sign and execute the agreement and authorize the Police Department to enter into a purchase order for the negotiated amount. (16-505). (Chief of Police)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

10. Approval of multi-year agreement with Target Solutions for a city-wide learning management system effective December 13, 2016 through September 30, 2018 and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (16-543). (City Manager)

Ms. Gemmati presented the item and pointed out that since the agenda item was done, the agreement had been finalized and was included with the agenda packet.

*** MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

11. Approve the first addendum to the Municipal Service Agreement between the City of Cocoa and Alternative Behavior Services Inc. for Grounds Maintenance in city maintained Rights of Way, from January 2, 2017 through September 30, 2017 in the amount of $58,122.72; Approve this addendum as a multi-year contract beginning October 1, 2017 in the amount of $77,497.00 for each additional fiscal

year of the Agreement providing funds are budgeted and approved and authorize the City Manager to sign the agreement and any other necessary documents. (16-554). (Public Works Director)

Mr. Wegerif advised that this was in regards to the inmate re-entry program and Celebration Tabernacle Church. They have been doing this since February and it was working very well. They are trying to get people back into the workforce.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

City Council Appointment:

12. Consider the Appointment of a Qualified Candidate to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018. (16-552). (City Manager)

City Manager Titkanich presented the item, reminding Council that former Councilman Michael Blake submitted his resignation in June, 2016, that would be effective November 1, 2016, in order to run for a state seat. Therefore, this left a vacancy in City Council Seat 1. He explained that the same process used for the fulfillment of this seat, was also used to fulfill the Seat 4 vacancy.

Public Notice of the vacancy was published in the Florida Today Newspaper, at the Central Brevard Public Library, on City Hall bulletin boards, the website and social media. Applications were due to the City Clerk by Noon on Monday, November 28, 2016. One application was submitted and it was that of Clarence Whipple, Jr.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to appoint Mr. Clarence Whipple, to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018.**

AYES: Parrish, Boisvert, Blanco

THE MOTION CARRIED UNANIMOUSLY (3-0)

The City Clerk swore in Mr. Clarence Whipple, Jr.

Councilman Whipple thanked everyone for allowing him to re-enter the Council for the third time. The first two times (2006 & 2010) he had to run for office and the citizen support was overwhelming. He thanked all for allowing him to reenter the Council for a third time. He appreciated what Council had done and believed it to be a noble gesture not to cost taxpayers money to fill the void.

Additionally, he thanked his wife Sally, his daughter, grandchildren, Mr. Michael Blake, Ms. Bernice Cox, and Mr. Larry Gilmore all for being in attendance.

Mayor Parrish believed that you could not beat experience and he could not be any happier with this decision.

IX. INFORMATIONAL AGENDA:

1. Cumulative Purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 10/31/2016. (16-510). (Finance Director)

2. FY2017 Budget Adjustment Report. (16-511). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-512). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (16-513). (Finance Director)

5. Review of the Employee Health Center utilization report provided by CareATC for October 2016. (16-521). (Administrative Services Director)

6. Cocoa Police Department District Event Statistics for September, 2016. (16-542). (Chief of Police)

X. REPORTS:

Mayor Parrish asked if there had been any updates from Cocoa High regarding the recognition of the football team. In response, City Manager Titkanich noted that Ms. Senger was in conversations with the principal and something was being planned. He wanted to make sure efforts were not duplicated.

Chief Cantaloupe advised that this past weekend the toy train came through Cocoa. It was the biggest year, located in Byrd Plaza, and it all worked out well. They were talking about expanding the event next year. He further thanked everyone for their generous toy donations for the City of Cocoa Toy Drive.

Chief Prince mentioned that from 11-5 pm tomorrow, the antique fire truck would be parked at the Cocoa Walmart collecting food for people in need. He invited all to come out to help fill the truck.

He further invited all to the groundbreaking ceremony for Fire Station #1 on Friday, December 16, 2016 at 10 am, on Clearlake and Dixon behind the ABC store.

Ms. Gemmati advised that the blood mobile would be at City Hall tomorrow, December 14th, all day. She received word that there were 159 blood donations from the City for calendar year 2016.

Attorney Garganese congratulated Councilman Whipple and noted that with the two new members on Council, he was providing his opinion to all of them again tonight. He was aware of how much time and effort that the City Manager and Chief take in providing the best services to the citizens. He provided information on the email that was given to the individual who spoke earlier in the evening. There were some implications provided and he wanted the record to reflect that they were farthest from the truth.

Attorney Garganese advised that he had worked hard with the Chief of Police to implement a policy on body cameras and is very well versed on the issue. He would help the City in any way he can in respect to surveillance cameras and policies.

In closing, he wished all a happy holiday and noted that in 2017 he would be entering his 24th year with the City. He thanked Council for letting him expound on the camera issue.

Assistant City Manager Fuhrer noted that the City Attorney did a great job on expounding on the issue brought forth earlier in the meeting. He pointed out that on April 15, 2016 at 4:07 p.m., an email was sent to the person and their statements were unfair.

Assistant City Manager Fuhrer was aware of how hard city staff worked to address those issues, and that recent events have bothered the person. He assured him

that staff was committed to working on that. He wished all a Merry Christmas and a Happy New Year.

City Manager Titkanich noted that both the City Attorney and Assistant City Manager have discussed this opinion in regards to cameras and there is not anyone that is not troubled by public safety. There has certainly been more this year than anyone cares for but he knows that the police and fire work hard to protect and serve the men, women, and children of the community. The Cocoa Police Department is doing things much larger than most departments do, and they do this so that they can make a connection to the community.

Police officers are building relationships with the community and he commended them and mentioned that he was aware that things could be done differently; however, they were committed to offer solutions and better policing to those who were not doing the right thing. He reminded all of Hurricane Matthew and how neighbors came together and cared for each other.

He advised that he would be happy to meet with individuals himself in order to discuss this.

City Manager Titkanich noted that this Friday, December 16, 2016, he would be meeting with the Brevard County Delegation at 1 p.m. He would be presenting issues that would strengthen and improve the City.

He advised of his attendance at a bond meeting on December 7, 2016 and was excited to announce that the true interest rate came in at 4.04% which was better than expected. The pre-closing would be held on Monday, December 19, 2016 and the final would be on Tuesday, December 20, 2016.

Lastly, City Manager Titkanich congratulated Councilman Whipple and noted it was a pleasure working with him in the past and on behalf of staff, they looked forward to working with him again.

He wished all a Merry Christmas and Happy New Year and to take time and reach out to a neighbor.

Councilman Whipple asked the City Manager what the alphabetical rating was in regards to the bonds. In response, City Manager Titkanich advised that it was an A+ and that it was a first time buyer assessment revenue bond and it was a very stable outlook among rating agencies.

Councilman Whipple believed that it should be publicized and as to what they qualified for and what they received. He felt it was important that citizens see that the money the City was bringing in was being handled correctly.

Additionally, he mentioned that sitting at home and watching what was happening, the City was moving in the right direction. There were many new businesses and things were very positive. He was looking forward to working with Council and not being abrasive. Furthermore, he had no doubts in City Attorney Garganese's opinions to the cameras and that it was in the best interest to the City.

He thanked City Attorney Garganese for looking out for them.

Councilwoman Blanco thought that the Holiday parade was a big success and she enjoyed being in the antique fire truck. She was shocked at the turnout and was amazed at how many were out for the parade.

She thanked Councilman Whipple for applying for the District 1 seat and welcomed him back. She looked forward to running again in 2018 and thanked all for their support and help.

Mayor Parrish announced that Councilwoman Warner had car trouble and was stuck in Orlando.

Deputy Mayor Boisvert was irritated and tired of citizens making accusations, specifically to an attorney who knows the law.

He spoke of his attendance at the Toy Train event and thought it was a great turn out. He wished everyone a Merry Christmas and a Happy New Year. In closing he thanked all for their help and support and knows that 2017 would be great.

Deputy Mayor Boisvert congratulated Councilman Whipple.

Mayor Parrish announced that he would be attending the PAL Christmas Party and welcomed Councilman Whipple back.

He officially congratulated Cocoa High School on their football championship. It was a great win.

Mayor Parrish mentioned that the holiday parade was awesome but did not feel there were as many spectators as last year.

In closing, he spoke about the Space Coast League of Cities Dinner that was held on Monday, December 12, 2016. Bob Cabana, Director of KSC was the guest speaker. He thought the dinner was great and Mr. Cabana enlightened all of the public officials there. Cabana also pointed out that Cocoa was the best city.

City Manager Titkanich further thanked the City Clerk and her staff for all of the work that was put into the dinner. It was very nice event.

Mayor Parrish wished all a Merry Christmas and a Happy New Year.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to adjourn the Regular meeting of December 19, 2016.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:12 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk


Sister City Program
COCOA, FLORIDA
BEIT SHEMESH, ISRAEL

Sister City International

Sister Cities International was created by President Dwight Eisenhower in 1956 to promote peace and prosperity by creating bonds between people from different cities around the world.

Sister Cities International creates relationships based on cultural, educational, information and trade exchanges, creating lifelong friendships that provide prosperity and peace through person-to-person “citizen diplomacy.”

Since then, Presidents Kennedy, Johnson, Nixon, Ford, Carter, Reagan, Bush, Clinton, Bush, and now President Barack Obama have served as the Honorary Chairman of *Sister Cities International*.

Cocoa’s Sister City Program was created in 2007. Our sister city is Beit Shemesh, Israel.









Israel Peace Ambassador Tour 2016

December 14th - December 25th, 2016

Sister City will be sending a delegation from Brevard County, Florida to our Sister City of Beit Shemesh, Israel.



Sister City Program
SHALOM DANCERS
PEACE
LOVE
DANCE



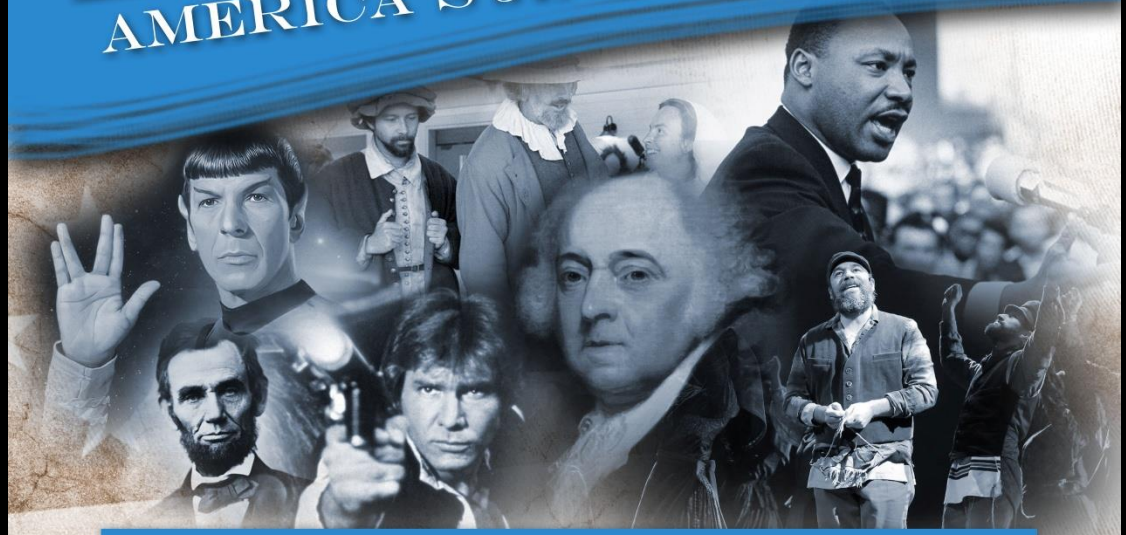






L'CHAIM

AMERICA'S JEWISH LEGACY



A multi-media interactive theatre experience!

Discover the inspiration behind the "American Story"

Exclusive Performance:

Sunday November 6 @ 3:00 PM

Faith Fellowship Church

2820 Business Center Blvd. Melbourne

Tickets: $10.00 (Suggested Donation)

Fundraiser for The Shalom Dancers' 2016 Israel Ambassador Tour

Sponsored by The Sister City Program of Cocoa Florida and Beit Shemesh Israel

www.SisterCityProgram.org


ChrisMinerva@gmail.com


ChrisMinerva@gmail.com


ChrisMinerva@gmail.com


LET'S DANCE!!!
Put on your dancing shoes and
Join us in the aisles!!!!
LET'S DANCE!!!
Put on your dancing shoes and
Join us in the aisles!!!!
LET'S DANCE!!!
Put on your dancing shoes and
Join us in the aisles!!!!
ChrisMinerva@gmail.com


ChrisMinerva@gmail.com


There is no ignorance; there
There is no passion; there
There is no chaos; there
There is no death; there
ChrisMinerva@gmail.com


ChrisMinerva@gmail.com


ChrisMinerva@gmail.com

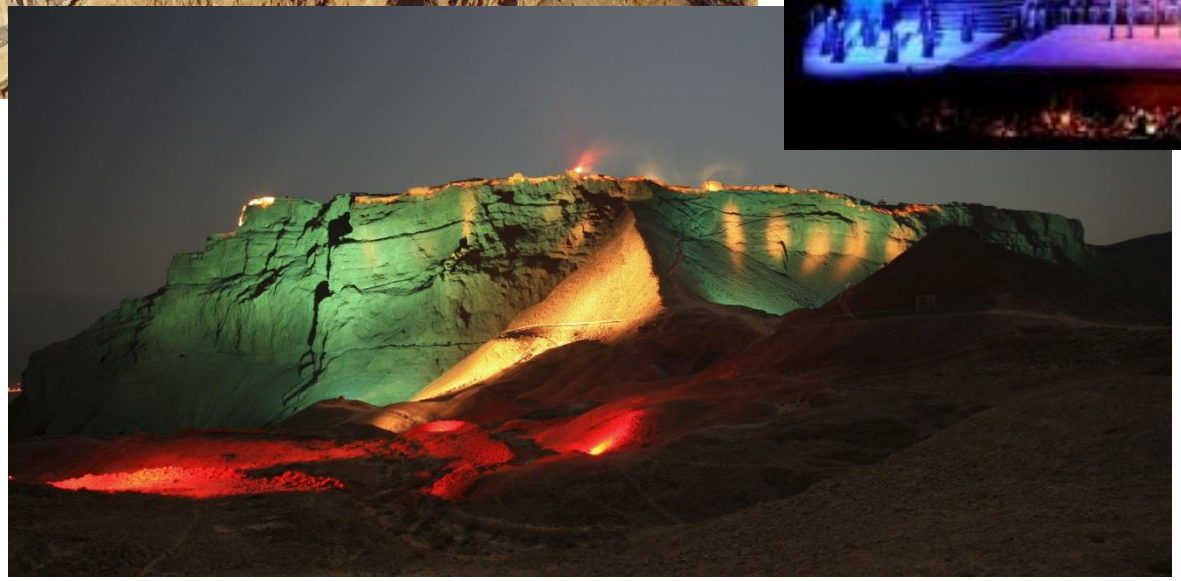

ChrisMinerva@gmail.com

Sister City Program
SHALOM DANCERS
PEACE LOVE DANCE

Masada









Brevard County Sheriff's Office

Sheriff Wayne Ivey



Israel’ s National Police Academy

The 64,000-square-meter facility sprawls over 57 acres outside Beit Shemesh.

The facility includes mockups of a nightclub, a courthouse, and a mall, for anti-terrorism units and regular patrol units, as well as a mock traffic circle to train in directing traffic.

It also has training grounds for canine units, bomb disposal police, and crime scene units, as well as nine shooting ranges.







Israel Peace Ambassador Tour 2016

Promoting peace and understanding through citizen diplomacy



EXHIBIT B: PHOTOS PROVIDED BY BRAD WHITMORE






Ladder Area at Seawall
HIGHFIELD ON 4447058
Fender boards, installed between piling pairs, would prevent dinghies from going under the docks.

Ladder Area & Seawall
Existing Boarding Area
Lee Wenner
Park Boat Ramp
Google
Imagery ©2016 Google, Map data ©2016 Google


Ladder Area
at Seawall


Similar type
ladder

GO2MARINE
BOAT PARTS WORLDWIDE

Search Go

Questions? ASK OUR BOATING EXPERTS

Shop All Categories ▾ | Shop by Brand ▾ | Product Guides ▾

+ = Free Shipping for Online Orders $75 or More See Conditions

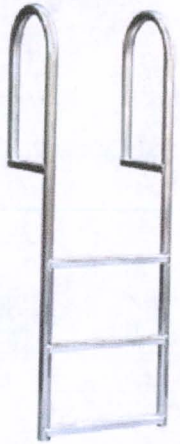
Home / Deck, Cockpit & Hull / Ladders / Dock Ladders

An example... (not an endorsement)

Recently Viewed Products

Aluminum Marine Straight Ladders

Mfr. A1A Dock Products



ENLARGE IMAGE

MORE IMAGES / DIAGRAMS

A Straight Dock Ladder is perfect for seawalls & stationary docks where fluctuating water lines are encountered. These straight ladders makes climbing in and out of the water a breeze & the variety of lengths will accommodate most installations.

- Available in standard (2") and wide (3.5") step versions
- 14 inch radius on curved top handrail
- Available in 3, 4, 5, 6, or 7 step models
- 500 lb capacity
- Click "More Images / Diagrams" for dimensions.

3 Step Model Shown in Photo

The sturdy, space-saving design of our aluminum ladders make them a perfect choice for getting in and out of the water.

Constructed from 6063 T5 Marine Grade Aluminum, 1 1/4 inch and 1 1/2 inch pipe are tig welded for maximum strength. The ladder rungs are extruded with grooves to provide sure footing and reduce slippage. The ladders are ideal for fresh and salt water applications and can be used on swim floats, docks, and seawalls.

▸ Similar Products

$122.86 - $202.86

Number of Steps: 4

Approx. Length: 71-1/4"

Material: Aluminum

Tread Depth: 3.5"

Dock Ladder, Straight Ladder - 4 Step, 3.5" Wide Step

Part No.:199579

Mfr No.:4 Wide Step Straight Ladder

Unit: Each

Leaves Warehouse*:

3 Days

List Price :~~$168.63~~

Price: $155.71

Shipping Info



TOURISM MARKETING CO-OP

BILLBOARDS and DIGITAL MARKETING

COCOA FLORIDA

Billboards

2015 Co-op Program











COCOA
FLORIDA

2017 Campaign

Billboards and Digital Marketing

We have two options available this year for the TDO Marketing Co-op.
The traditional billboard co-op or the billboard and digital marketing hybrid co-op.

The first option is to strictly invest the $25,000 into the Billboard Co-op program which will net us 4-8 billboards depending on location. This will be a 12 month contract with permanent billboard locations of our choosing. These boards would not be moved and would allow extensions.





The second option is to do a hybrid co-op program which would give us the opportunity to participate in the billboard program with 1-2 boards in the location of our choosing and digital marketing through the TDO's social media platforms. The TDO would produce 1-2 short videos that would be promoted on Facebook. This would give us the opportunity to recieve demographic information and analytics on these marketing efforts that we cannot get from the billboards.

COCOA
FLORIDA

Video Example

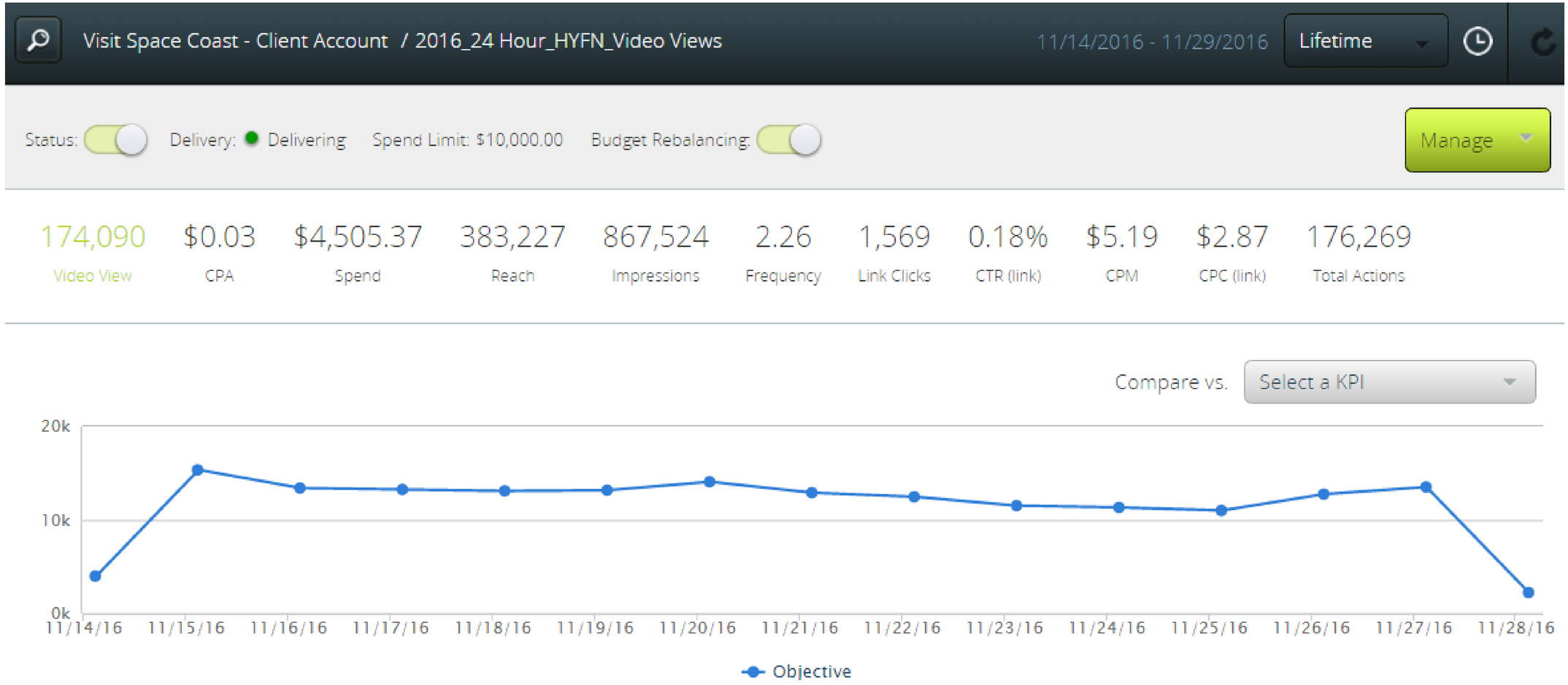
24 Hours in Cocoa Beach



COCOA
FLORIDA

Analytics

Impressions, Cost per Click and Demogrpahics



COCOA
FLORIDA

Legislation Details (With Text)

File #:	16-573	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	12/14/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	City of Cocoa Employee Service Awards Presentation. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2016
Agenda Date: January 10, 2017
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: John A. Titkanich, Jr., City Manager
Requested Action:
City of Cocoa Employee Service Awards Presentation

BACKGROUND:

Will present Employee Service Awards at Council Meeting.

STRATEGIC PLAN CONNECTION:

Recognizing City of Cocoa employees for long tenure will assist in the City's Strategic Plan strategic issue of working to retain a qualified workforce.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

None

powered by Legistar™

Legislation Details (With Text)

File #:	17-26	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/5/2017			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Presentation regarding the City's recent Insurance Service Office (ISO) Public Protection Classification Survey. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	16-562	**Version:** 1	**Name:**	Burnett Lime Cal-Flo	
Type:	Resolution		**Status:**	Consent Agenda	
File created:	12/5/2016		**In control:**	City Council	
On agenda:	1/10/2017		**Final action:**		
Title:	Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2016 through September 30, 2017. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-07 Sole Source Burnett Lime Company - Dyal WTP - Cocoa FL 2016-2017.pdf SS-Dyal 4020-Burnett Lime Comp. (12.9.2016) (003).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 6, 2016
Agenda Date: January 10, 2017
Prepared By: David Fisher, Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2016 through September 30, 2017

BACKGROUND:

The Dyal Water Treatment Facility has pilot tested and found Cal-Flo to be the most effective process chemical to add alkalinity to the surface water plant along with reducing turbidity.

The Cal-Flo lime system is a patented process that is owned exclusively by the Burnett Lime Company making this a sole source purchase. The liquid lime product has the ability to reduce turbidity in the filters at a lower cost and still add alkalinity to the water. This product works great for color and organic removal in addition to pH control for the Surface Water Treatment Plant. This chemical is not available from any other source.

Staff recommends approval of a sole source purchase of Cal-Flo Liquid Lime from Burnett Lime Company, Inc., Campobello, South Carolina.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted?	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$84,000
Account Number	421-4020-536.52-00
Account Name	Operating Supplies
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc.

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 10th day of January, 2017.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2017-07

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of making sole source purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

December 9, 2016

David Fisher
Superintendent, Dyal Water Treatment Plant
Cocoa Beach Utilities
351 Shearer Blvd.
Cocoa, FL 32922

Subject: Quote for CAL~FLO® Lime Slurry to Dyal WTP - Cocoa, FL ● 2016- 2017

David,

The delivered price for CAL~FLO® Lime Slurry to Dyal WTP be $0.07 per liquid pound of a 30% suspension of Calcium Hydroxide. Typical shipments will weigh between 45,000 to 46,000 liquid pounds. This price will be firm for the physical year, 2016-2017.

Best regards,

Hugh Burnett, Vice-President
7095 Highway 11
Campobello, SC 29322
Phone: 864-592-1658
Mobile: 864-580-8032
Fax: 864-592-1690
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4888922&GUID=B383A60D-4FEA-421D-988A-E6282A8CD69A*
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Legislation Details (With Text)

File #:	16-563	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/9/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	To Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida, for the Purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-17-04-COC Final MEMO.pdf Bid tabulation sheet B-17-04-COC Notice of Award Allied 12.2016.pdf Allied COI 12.2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 9, 2016
Agenda Date: January 10, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida, for the Purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility

BACKGROUND:

On September 13, 2016, the City Council awarded bids to several low bidders on BID #B-16-19-COC (Water and Wastewater Treatment Chemicals). The Sodium Hypochlorite component was awarded to Allied Universal Corp. ("Allied") as low bidder. Only two bids were received on the Sodium Hypochlorite component of BID #B-16-19-COC.

Shortly after the award, the second lowest bidder, Odyssey Manufacturing Co. ("Odyssey"), timely filed a bid protest seeking to have the award to Allied rescinded and the Allied bid rejected as non-responsive. In summary, Odyssey asserted that Allied in its bid: (1) failed to disclose on the bid form the "% available chlorine", or strength of the solution being provided; (2) failed to acknowledge Addendum #2 whereby the City required that the Sodium Hypochlorite concentration must be between "120 - 125 grams per liter" which is equivalent to 12.0% - 12.5%; and (3) submitted 3rd party sample results for its product showing that the % available chlorine strength of the Allied product was

128 g/l (12.8%) and was therefore outside of the acceptable range allowed by the City's bid specifications.

Pursuant to the City's Financial Operations Manual, a bid protest committee ("Committee") was formed to review Odyssey's bid protest and provide a recommendation to the City Council. Committee members were appointed by the City Manager and consisted of Matt Fuhrer, Assistant City Manager, Ed Wegerif, Director of Public Works, and Anne Quesada, Accounting Manager. Backup materials including Allied and Odyssey's bids, Odyssey's bid protest, Allied's response to the bid protest, and the award materials were provided to the Committee for consideration.

On October 3, 2016, a noticed public meeting was held whereby the Committee heard presentations from Odyssey and Allied, reviewed the backup materials provided, and discussed the merits of the bid protest. After open deliberation, the Committee unanimously decided to recommend to the City Council that Odyssey's bid protest be upheld, that the September 13, 2016 award of the Sodium Hypochlorite bid to Allied be rescinded, that Allied's bid be rejected as non-responsive, and the City Council either award the bid to Odyssey as second lowest bidder or reject all bids and send the Sodium Hypochlorite component of BID #B-16-19-COC out for rebid.

Following the Committee's decision, the Utility Department reviewed Odyssey's bid for its responsiveness. Upon further review and consistent with the review committee's findings, it was determined that a City bid requirement that the pH of the Sodium Hypochlorite solution not exceed 12.7 units had not been met by either Odyssey or Allied. Upon further consideration of the bid specifications and the apparent inability of either of the two bidders to meet the City's pH specification, the Utility Department has recommended that it would be in the best interests of the City and to the integrity of the bidding process that all bids be rejected and the Sodium Hypochlorite component of BID #B-16-19-COC be re-advertised for bids. The recommendation did not affect awards to other bidders on BID #B-16-19-COC for chemicals other than Sodium Hypochlorite.

On October 11, 2016 City Council unanimously voted to (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC.

On October 31, 2016, Purchasing sent seven hundred and one (701) invitations and notifications to bid and received three (3) responses from nine (9) plan holders. The apparent low bidder is Allied Universal Corp, Miami, Florida.

Staff requests City Council approval of Bid B-17-04-COC to Allied Universal Corp., Miami, Florida, for the purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$210,000
Account Number	421-4020-536.52-00, Dyal - $149,000 421-4120-536.52-00, Sellers - $61,000
Account Name	Operating Supplies
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On September 13, 2016, City Council approved Bid B-16-19-COC, Water Treatment Chemicals, to Allied Universal Corp., Miami, Florida for the purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility.

On October 11, 2016 City Council unanimously voted to (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC.

RECOMMENDED MOTION:

To Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida for the purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: David Fisher, Superintendent

From: Sonja Suarez, Purchasing Manager

Date: 12/1/16

Re: **Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals—Sodium Hypochlorite**

Bids for the subject offering were opened on December 1, 2016 at 3:00 p.m. Purchasing sent seven hundred one (701) invitations and notifications to bid and received three (3) responses from nine (9) plan holders.

THE APPARENT LOW BIDDER IS ALLIED UNIVERSAL CORP., MIAMI FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: December 1, 2016

BID NUMBER: B-17-04-COC Water & Wastewater Treatment Chemicals--Sodium Hypochlorite

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	Receipt of Addendum
Allied Universal Corp.	X	NA	X	X	X	00310-G	Sodium Hypochlorite	GAL	1,708,625	0.448	$765,464.00	X	X	X	X	X	X	na
3901 NW 115 Ave							Sodium Hypochlorite(% Available Chlorine/LB.)				10.50%							
Miami, FL 33178																		
Odyssey Manufacturing Co.	X	NA	X	X	X	00310-G	Sodium Hypochlorite	GAL	1,708,625	0.525	$897,028.12	X	X	X	X	X	X	na
1484 Massaro Blvd							Sodium Hypochlorite(% Available Chlorine/LB.)				12.50%							
Tampa, FL 33619																		
Brenntag Mid-South						00310-G	Sodium Hypochlorite	GAL	1,708,625	NO BID	NO BID							
250 Central Florida Parkway							Sodium Hypochlorite(% Available Chlorine/LB.)				NO BID							
Orlando, FL 32824																		

Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department:	Division:
Utilities	Dyal
Bid / RFP / RFQ #: B-17-04-COC	Contract #:
Awarded To: Allied Universal Corp.	Commodity / Work Description: WATER & WASTEWATER TREATMENT CHEMICALS—Sodium Hypochlorite
Address / City / State / Zip: 3901 NW 115 Ave. Miami, Fl. 33178	Phone / Fax #'s: 305-888-2623
Purchase / Contract Amount: $106,000	Date of Award / City Council Approval: 1/10/2017

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/24/2016

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Allied Universal Corp. 3901 NW 115th Ave Miami FL 33178 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: AIG Specialty Insurance Company	26883
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570064223521 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			21318843	08/31/2016	08/31/2017	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE ☐ OCCUR			Claims Made			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 2968232	08/31/2016	08/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X $5,000 Comp/Coll D							
B	☐ UMBRELLA LIAB X OCCUR			21318844	08/31/2016	08/31/2017	EACH OCCURRENCE	$15,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$15,000,000
	☐ DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
B	Env Site/Poll			21318843 Claims Made	08/31/2016	08/31/2017	Per Occurrence Deductible	$1,000,000 $50,000

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

Re: Bid B07-25-COC. Certificate Holder is named Additional Insured as respects Commerical General Liability, per policy terms & conditions.

CERTIFICATE HOLDER

Cocoa City of
600 School Street
Cocoa FL 32922 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Holder Identifier :

Certificate No : 570064223521

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Legislation Details (With Text)

File #:	16-567	**Version:** 1	**Name:**	BAF's	
Type:	Resolution		**Status:**	Consent Agenda	
File created:	12/12/2016		**In control:**	City Council	
On agenda:	1/10/2017		**Final action:**		

Title: 1. Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS.
2. Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF.
3. Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
City Resolution 2016-133 executed 12-13-16.pdf
12_15 EXECUTED State_surplus_land_purchase_contract.pdf
2016-117 (Amending FY2017 budget_ purchase of 3.25 acres of surplus land from State of Florida).pd
2016-53 (Amending FY 2016 Budget_ Stormwater management for Diamond Square RDA).pdf
Resolution No. 05-2017.pdf
BAF-PW-Wawa Budget Transfers and Amendment (1-10-17) 16-567.pdf
16-472_staff_report.pdf
16-209_staff_report.pdf
16-425_staff_report.pdf
16-540_staff_report.pdf
City_Clerk_Journal_for_Agenda_item_16-540_VIII.2.pdf
City_Clerk_Journal_for_Agenda_item_16-425_VIII.4.pdf
City_Clerk_Journal_for_Agenda_item_16-209_VIII.5.pdf
City_Clerk_Journal_for_Agenda_item_16-472_VIII.3.pdf
Resolution No. 2017-06 change order Diamond Square Pond Cost Sharing

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2016
Agenda Date: January 10, 2017
Prepared By: Laura Rankin
Through: Ed Wegerif, Public Works Director
Requested Action:

1. Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of

the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS.
2. Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF.
3. Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630.

BACKGROUND:

In early 2016, Public Works Stormwater staff became aware of the need for a Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The majority of properties within Diamond Square have been developed prior to stormwater regulations and are mostly impervious. Installing on-site stormwater treatment systems will require additional costs and land area for those wishing to redevelop properties within this area.

To achieve this goal of providing an off-site stormwater facility serving the Diamond Square RDA, the Public Works Department has previously presented, and obtained approval for, the following to City Council:

Agenda item 16-209 - May 24, 2016
Requested action:
Multi-Year Project - Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services, and to Authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area
Results: Council approval. Item VIII.5. Budget Resolution 2016-53

Agenda item 16-425 - September 27, 2016
Requested action:
Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement.
Results: Council approval. Item VIII.4.

Agenda item 16-472 - October 25, 2016
Requested Action:
Approve a Resolution adjusting the FY2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value. Authorize the City Manager to execute purchase contract and associated closing documents with the State of Florida.
Results: Council approval. Item VIII.3. Budget Resolution 2016-117

Agenda item 16-540 - December 13, 2016
Requested Action:
Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the

City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City.
Results: Council approval. Item VIII.2. Resolution 2016-133

City staff and the City Attorney are nearing final approval of the Cost Share Agreement with the developer previously authorized. Because costs were not known during the budgeting process, a nominal amount was budgeted to complete design and property acquisition. Construction costs have been negotiated and additional funding for construction needs to be budgeted. Transfers from another project, contingencies and fund reserves are required for this project. Funding will be redirected from the Broadmoor Acres Drainage project. Design on the Broadmoor Acres project will be combined with the design of Fiske Blvd. to be completed this year as the drainage areas coincide.

Under the cost sharing agreement, the Developer will be contracting with a duly qualified, contractor (acceptable to the City) to construct the DSRSWF in conjunction with the developer's project in order to better coordinate the development of the project. The City will be responsible for paying the contractor for the work pursuant to the terms and conditions of the cost share agreement. This budget request will fund the City's funding obligation set forth in the cost sharing agreement, and the City Manager will be authorized to approve all funding requests under the cost sharing agreement. The approval process for change orders is addressed in the cost sharing agreement.

STRATEGIC PLAN CONNECTION:

The proposed stormwater project will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination System permit.

BUDGETARY IMPACT:

The total construction cost is $559,663.00 for Project # SW17DS plus a 10% contingency for a maximum authorized total of: **$615,630.00**

Budgeted Yes
Is amendment/transfer attached? Yes

Amount Budgeted	$ 210,000.00
Account Number	423-3570-583.63-00
Account Name	Stormwater Utility - Infrastructure

Transfer From Accounts:

Amount Requested	$ 169,668
Account Number	423-3570-583.63-00 for Project# SW17BA
Account Name	Stormwater Utility - Infrastructure

Amount Requested	$ 83,332

Account Number 423-3570-583.39-00
Account Name Stormwater Contingency

Amount Requested $ 152,630
Account Number
Account Name Stormwater Reserves

Source of Funds:

__X__ Reserves Source: Stormwater Reserves
__X__ Transfer Acct #:423-3570-583.39-00
__X__ Project Transfer Acct #:423-3570-583.63-00

Budgetary Impacts Comments:

At this time, 520 & Fiske, LLC is required to reimburse the City of Cocoa Stormwater Utility, its share of project improvements, including not only construction but the cost of property purchase, design, and permitting. The Public Works Department will soon be presenting to City Council a legally binding contract, created by the City Attorney, reimbursing the Stormwater Utility over time via a special connection charge for the subject properties to address the remaining portion of the project costs. The connection charge will be established by the City Council by ordinance or resolution and developed in conjunction with the City Attorney. Future users of the stormwater facility will need to enter into an Agreement with the City to contribute funding based on their development impact.

PREVIOUS ACTION:

City Council has approved all efforts leading up to the construction of the Regional Stormwater Facility including resolutions allowing the City to purchase the site property from the State and allowing the City Manager and City Attorney negotiate, and finalize, a cost-sharing developer's agreement with 520 & Fiske, LLC.

RECOMMENDED MOTION:

1. Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS.
2. Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF.
3. Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630.

RESOLUTION NO. 2016-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, EXPRESSING INTEREST IN STATE SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE OF SAID PROPERTY FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") intends to sell Surplus State Property, which property is located within the City of Cocoa, Florida; and

WHEREAS, the State Surplus Property was first offered to other State agencies and departments, however, no interest was expressed by such State agencies and departments, and the State Surplus Property was then offered to the City; and

WHEREAS, the City is interested in the State Surplus Property because said purchase is in the best interest of the City of Cocoa; and

WHEREAS, the City Council formally expressed its interest in the State Surplus Property on October 25, 2016, and the State has requested a formal resolution regarding same; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. **Acknowledgment of Interest in State Surplus Property and Authorization for City Manager to Execute Purchase and Sale Contract and to Effectuate Conveyance.** The City of Cocoa hereby formally memorializes its interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00). The City Council formally recognizes that on October 25, 2016, it authorized the City Manager to enter into negotiations with the State for the purchase of the State Surplus Property from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and to execute all necessary documents in connection with such negotiations, purchase contract and real property closing.

SECTION 2. **Repeal of Prior Inconsistent Resolutions.**

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

SECTION 3. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 4. Effective Date.

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

SECTION 5. Certified Copy.

A certified copy of this Resolution shall be submitted to the Florida Department of Environmental Protection.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 13th Day of December, 2016.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing is a true and correct copy of records filed in the Office of the City Clerk.
Witness my hand and official seal this 13th day of December, 2016
CARIE SHEALY, CITY CLERK,
CITY OF COCOA, FLORIDA
BY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this 15th day of December, 2016, by and between SELLER and BUYER as follows:

SELLER: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through its agent the Division of State Lands of the State of Florida Department of Environmental Protection ("DEP")

ADDRESS: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Real Estate Services
3900 Commonwealth Boulevard
Mail Station 115
Tallahassee, Florida 32399-3000

BUYER: Name(s): City of Cocoa, Florida, a Florida municipal corporation

Address: 65 Stone Street, Cocoa, FL 32922

Phone: (321) 433-8686

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of Eighty-Four Thousand Four Hundred and NO/100 Dollars ($84,400.00), which shall be paid in the following manner:

a. Deposit: BUYER deposits herewith Eight Thousand Four Hundred Forty and NO/100 Dollars ($8,440.00) in the form of a certified or cashier's check or an irrevocable letter of credit from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection representing ten percent (10%) of the total purchase price as an earnest money deposit("Deposit").

b. Balance: At closing, BUYER shall be required to pay the balance of the purchase price in the amount of Seventy-Five Thousand Nine Hundred Sixty and NO/100 Dollars ($75,960.00) by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to SELLER, made payable to the State of Florida Department of Environmental Protection or SELLER'S designated closing agent.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before 90 days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by DEP.

b. Conveyance: At closing, SELLER will deliver to BUYER a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

c. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, attorneys' fees and real estate brokerage fees. BUYER shall reimburse DEP at closing for any closing costs that are initially paid for by DEP. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by DEP at the time of closing. SELLER may require that the closing be processed by and through a title insurance company or other closing agent, designated by DEP, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes,

special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the Property and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of DEP, the applicable water management district or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of $5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage ($5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER'S option, may elect to specifically enforce this Contract.

If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; or BUYER, at BUYER'S option, may seek specific performance.

11. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING: Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

16. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

The parties have caused this Contract to be executed on the day and year first above written.

"SELLER"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____ (SEAL)
TITLE: _____
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPROVED AS TO FORM AND LEGALITY

BY: _____ 12.15.16
DEP ATTORNEY

"BUYER"

CITY OF COCOA, Florida, a Florida municipal corporation

BY: _____
John A. Titkanich
Printed/Typed Name

City Manager
TITLE

EXHIBIT "A"

A parcel of land lying in the Northeast ¼ of the Southeast ¼ of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, BEING the North 467.34 feet of the following described parcel:

Commence at the Northeast corner of the Southeast ¼ of Section 32, Township 24 South, Range 36 East, Brevard County, Florida; thence run South 00°03'30" West along the East line of said Section 32, a distance of 472.50 feet to a point; thence run South 89°57'10" West, a distance of 15.00 feet to a point on the West right of way line of an existing County Road, said point also being the Northeast corner of the lands described in D.B. 80, Page 234, Public Records of Brevard County, Florida, and the POINT OF BEGINNING of the following description; for a first course run South 00°03'30" West, along said right of way line, a distance of 427.59 feet to a point on the centerline of Knight Avenue, as said centerline is shown on Henry Knight's Unrecorded Subdivision; said point being the Southeast corner of said D.B. 80, Page 234; for a second course run South 89°38'20" West, along said centerline, a distance of 950.45 feet to the Southwest corner of lands described in D.B. 382, Page 120, said Public Records; for a third course run North 00°03'30" East, parallel with aforesaid West right of way of an existing County Road, and along the West line of D.B. 382, Page 120, a distance of 897.53 feet to a point on the East-West centerline of said Section 32, said point also being the Northwest corner of D.B. 382, Page 120; for a fourth course run North 89°30'30" East, along said East-West centerline of said Section 32 and along the North line of said D.B 382, Page 120, a distance of 302.49 feet to the Northeast corner of said D.B. 382, Page 120; for a fifth course run South 00°00'10" West, along the East line of lands described in said D.B 382, Page 120, a distance of 467.09 feet to the Southwest corner of Lot 1, said Henry Knight's Unrecorded Subdivision; for a sixth and final course run North 89°57'10" East, a distance of 647.50 feet to the POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM the South 25.00 feet of the East 645.00 feet of the foregoing tract.

BSM
BY SK
Date: 11.04.2016

RESOLUTION NO. 2016-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 25th day of October, 2016.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PWSW | DATE PREPARED: 10/13/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 84,400)	423-3570-538.63-00	SW16EJ	INFRASTRUCTURE	$ 1,672,179	$ 1,670,579	$ 1,586,179	$ 1,546,205
$ 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
($ 84,400)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 84,400	423-3570-538.61-00	SW16EJ	LAND	$ 0	$ 1,600	$ 86,000	$ 84,400
$ 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
$ 84,400	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

PURCHASE OF APPROXIMATELY 3.25 ACRES OF SURPLUS LAND FROM THE STATE OF FLORIDA. THIS WILL ULTIMATELY BECOME A REGIONAL STORMWATER FACILITY TO HELP INCENTIVIZE DEVELOPMENT WITHIN THE DIAMOND SQUARE REDEVELOPMENT AREA BY PROVIDING OFF-SITE STORMWATER STORAGE. Agenda 16-472

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/25/16 RESOLUTION #: 2016-117

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.

10/13/16 Laura Rankin (Digitally signed by Laura Rankin)	10/18/16 Lea Taylor (Digitally signed by Lea Taylor Date: 2016.10.18 12:30:31 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/13/16 Everett J. Wegerif	10/18/16 Cary Myers (Digitally signed by Cary Myers Date: 2016.10.18 12:42:33 -04'00')	
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 [redacted] R[redacted] 9/23/16 - IT

RESOLUTION NO. 2016-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; 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, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; 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 2015-2016 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 24th day of May, 2016.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Public Works/S DATE PREPARED: 05/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 40,245)	423-3570-538.63-00	PW08DX	Stormwater Infrastructure	$ 1,557,400	$ 1,537,400	$ 1,497,155	$ 1,107,008
($ 50,000)	423-3570-538.63-00	PW08DX	Stormwater Infrastructure	$ 1,557,400	$ 1,497,155	$ 1,447,155	$ 1,057,008
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 90,245)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	423-3570-538.61-00	SW16EJ	Capital Lands - Stormwater	$ 0	$ 20,000	$ 70,000	$ 50,000
$ 40,245	423-3570-538.63-00	SW16EJ	Stormwater Infrastructure	$ 1,557,400	$ 1,447,155	$ 1,487,400	$ 1,097,253
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 90,245	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To encourage development with in the Diamond Square Redevelopment Area by providing off-site Stormwater management. Agenda #16-209

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/24/16 RESOLUTION #: 2016-53

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.

5/11/16	Laura Rankin	5/13/16	Lea Taylor		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/13/16	Everett J. Wegerif	5/13/16	Lora Howell		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2017-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of January, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 12/19/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 169,668)	423-3570-538.63-00	SW17BA	INFRASTRUCTURE	$ 1,672,179	$ 1,586,179	$ 1,416,511	$ 782,431
$ 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
($ 169,668)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 169,668	423-3570-538.63-00	SW17DS	INFRASTRUCTURE	$ 1,672,179	$ 1,416,511	$ 1,586,179	$ 952,099
$ 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
$ 169,668	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to provide additional funds for the Wawa project. Agenda 16-567

BAF 1 of 3

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/10/17 *RESOLUTION #:* 2017-05

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.

12/19/16	Laura Rankin (Digitally signed by Laura Rankin DN: dc=org, dc=cocoafl, ou=Public Works, cn=Laura Rankin, email=lrankin@cocoafl.org Date: 2016.12.19 16:14:11 -05'00')	12/27/16	Christi Grant (Digitally signed by Christi Grant DN: dc=org, dc=cocoafl, ou=CH, cn=Christi Grant, email=cgrant@cocoafl.org Date: 2016.12.27 10:03:00 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/27/16	Michael Giorgio (Digitally signed by Michael Giorgio Date: 2016.12.27 09:38:40 -05'00')	12/27/16	Anne Quesada (Digitally signed by Anne Quesada Date: 2016.12.27 10:20:46 -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 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 12/19/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 83,332)	423-3570-538.39-00		CONTINGENCY	$ 116,827	$ 116,827	$ 33,495	$ 33,495
$ 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
($ 83,332)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 83,332	423-3570-538.63-00	SW17DS	INFRASTRUCTURE	$ 1,672,179	$ 1,586,179	$ 1,669,511	$ 1,035,431
$ 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
$ 83,332	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to provide additional funds for the Wawa project. Agenda 16-567

BAF 2 of 3

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/10/17 *RESOLUTION #:*

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.

12/19/16	Laura Rankin Digitally signed by Laura Rankin DN: dc=org, dc=cocoafl, ou=Public Works, cn=Laura Rankin, email=lrankin@cocoafl.org Date: 2016.12.19 16:14:55 -05'00'	12/27/16	Christi Grant Digitally signed by Christi Grant DN: dc=org, dc=cocoafl, ou=CH, cn=Christi Grant, email=cgrant@cocoafl.org Date: 2016.12.27 10:04:27 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/27/16	Michael Giorgio Digitally signed by Michael Giorgio Date: 2016.12.27 09:39:12 -05'00'	12/27/16	Anne Quesada Digitally signed by Anne Quesada Date: 2016.12.27 10:23:20 -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 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 12/19/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 152,630	423-0000-389.99-50		RESERVES	$ 1,492,049	$ 1,492,049	$ 1,644,679	$ 1,644,679
$ 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
$ 152,630	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 152,630	423-3570-538.63-00	SW17DS	INFRASTRUCTURE	$ 1,672,179	$ 1,669,511	$ 1,822,141	$ 1,188,061
$ 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
$ 152,630	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to provide additional funds for the Wawa project. Agenda 16-567

BAF 3 of 3

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/10/17 *RESOLUTION #:*

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.

12/19/16	Laura Rankin (Digitally signed by Laura Rankin DN: dc=org, dc=cocoafl, ou=Public Works, cn=Laura Rankin, email=lrankin@cocoafl.org Date: 2016.12.19 16:15:49 -05'00')	12/27/16	Christi Grant (Digitally signed by Christi Grant DN: dc=org, dc=cocoafl, ou=CH, cn=Christi Grant, email=cgrant@cocoafl.org Date: 2016.12.27 10:10:17 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/27/16	Michael Giorgio (Digitally signed by Michael Giorgio Date: 2016.12.27 09:37:37 -05'00')	12/27/16	Anne Quesada (Digitally signed by Anne Quesada Date: 2016.12.27 10:27:45 -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 #: _____

File #: 16-472, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Approve a Resolution adjusting the FY2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value. Authorize the City Manager to execute purchase contract and associated closing documents with the State of Florida.

BACKGROUND:

Public Works Stormwater staff has been working to develop a Redevelopment Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The property needed for the treatment pond, located east of the Emma Jewel Charter Academy, is owned by the State of Florida. City staff members have been working with the St. Johns River Water Management District to obtain a conceptual permit dedicated to encouraging redevelopment while improving water quality.

Following state procedure, the parcel was listed as surplus by the state and has been offered to the City of Cocoa for purchase. Additionally, state procedure requires parcels be sold at the appraised value. When this concept was first presented to City Council, the parcel was expected to cost less than $60,000 (Agenda item 16-209). The actual appraisal amount is now $84,400.

This project is budgeted for FY2017; however, it will require amending the FY2017 budget to include funding for property acquisition and closing costs. The appraised value plus closing costs will not exceed $90,000.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

Budgeted? No

Is the Budget Adjustment Form attached? Yes

Budget Transfer:

From	423-3570-538.63-00 Stormwater Infrastructure	SW16EJ	($84,400)
To	423-3570-538.61-00 Stormwater Land	SW16EJ	$84,400

PREVIOUS ACTION:

Resolution 2016-53 allowed the City Manager sign purchase documents up to $60,000, amended the FY16 Budget and associated Budget forms, provided approval to purchase of Surplus Property, at appraised value, from the State of Florida, and approval a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services.

At the September 27th City Council meeting, agenda item 16-425 was approved. This agenda item provided Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; authorized the City Attorney to finalize negotiations; and authorized the City Manager to execute the final version of the agreement.

RECOMMENDED MOTION:

Approve a Resolution adjusting the FY2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value. Authorize the City Manager to execute purchase contract and associated closing documents with the State of Florida.

File #: 16-209, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2016
Agenda Date: May 24, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Multi-Year Project - Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services, and to Authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ

BACKGROUND:

Public Works Stormwater staff has recently become aware of a need for a Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The majority of properties within Diamond Square have been developed prior to stormwater regulations and are mostly impervious. Installing on-site stormwater treatment systems will require additional costs and land area for those wishing to redevelop properties within this area.

The St. Johns River Water Management District has a type of permit dedicated to encouraging redevelopment while improving water quality. Staff has identified a vacant 3.4 acre parcel of land south of Barbara Jenkins St. that would serve this use. The property is owned by the State of Florida, is leased to Brevard County and is subleased to the Emma Jewel Charter Academy. Staff has initiated contact with both of these agencies, who have indicated that they do not have use for this property. By purchasing this land and developing an off-site stormwater management pond, developers will find redevelopment in the area quicker and more economical. The region that would be served by this improvement is within the North-South bounds of SR520 and Rosa L. Jones and within the East-West Bounds of Blake Avenue and Fiske Boulevard.

In order to purchase the land, the state must first declare the land surplus, then open its availability to be leased to other state agencies for a period of 60 days. If there is no interest, the property can be offered for sale to the city, at the currently appraised value, based on a resolution adopted by city council. Staff requests authorizing the City Manager to execute documents needed for property closing. It is expected that the land will cost less than $50,000.

This project is not budgeted and will require amending the FY 16 budget to include funding this year for property acquisition, survey, and design. Approval of a Task Order for design from our Continuing Services Provider, Infrastructure Solutions Services will also be required. Funds will be transferred

from another project that will not be started this FY. Construction of the Diamond Square project will be budgeted in FY 17.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

There will be budgetary impacts for Fiscal Years 2016 and 2017. Budgetary impacts in Fiscal Year 2016 include a budget adjustment form for design services through a continuing service agreement and a resolution to purchase the land through the State of Florida surplus land program. In Fiscal Year 2017, the budgetary impacts will be for the construction of the stormwater management facility.

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

Amount Requested	$40,245.00
Account Number	423-3570-538.63-00
Account Name	Infrastructure
Amount Requested	$50,000.00
Account Number	423-3570-538.61-00
Account Name	Capital Lands - Stormwater

Source of Funds:
____State Revolving Loan
____ Other Loan Source:
____ Grant Source:
____ Bond:
____ Reserves Source:
__xx__ Transfer Acct #: 423-3570-538.63.00 ($50,000)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Multi-Year Project - Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a purchase of Surplus Property, at appraised value, from the State of Florida (Parcel ID 24-36-32-00-00772.0-0000.00), approve a Task Order in accordance with the Continuing Services

Agreement with Infrastructure Solutions Services, and to authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ

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File #: 16-425, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2016
Agenda Date: September 27, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement.

BACKGROUND:

On May 24, 2016 Public Works presented to City Council a capital improvement project for a regional stormwater facility utilizing State of Florida's surplus property. This regional stormwater treatment facility will enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The majority of properties within Diamond Square have been developed prior to stormwater regulations and are mostly impervious. Installing on-site stormwater treatment systems will require additional costs and land area for those wishing to redevelop properties within this area. By purchasing this land and developing an off-site stormwater management pond, developers will find redevelopment in the area quicker and more economical. The region that would be served by this improvement is within the North-South bounds of SR 520 and Barbara Jenkins Street and within the East-West Bounds of Blake Avenue and Fiske Boulevard.

A developer, 520 & Fiske, LLC, has requested to utilize this Stormwater Treatment facility for a proposed project at the southeast corner of SR 520 and Fiske Blvd. The City Attorney's office has been working with the developer to address the city's concerns as well as those of the Developer. The agreement would require timely city action to construct the facility and would require the developer to share the estimated development costs of the Stormwater Facility in proportion to the property areas served. The agreement, as well as the regional stormwater project itself, will be subject to the City actually acquiring the property from FDOT in its discretion.

The Diamond Square Stormwater Treatment facility is currently being designed by the city's consultant, Infrastructure Solutions Services, Inc. and is being permitted as a Redevelopment Stormwater facility through the St. Johns River Water Management District. Purchase of the property from the state is expected within the next 30-45 days upon the completion of the State of Florida Surplus Property disposal procedures. Construction of the Stormwater Facility is expected to be complete in approximately 12 months.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination System (NPDES) permit.

BUDGETARY IMPACT:

There will be no direct budgetary impact this Fiscal Year. Future agenda item reflecting revenues and various expenditures will be presented for council consideration in FY 17.

PREVIOUS ACTION:

Resolution 2016-53 allowed the City Manager sign purchase documents up to $60,000, amended the FY16 Budget and associated Budget forms, provided approval to purchase of Surplus Property, at appraised value, from the State of Florida (Parcel ID 24-36-32-00-00772.0-0000.00), and approval a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services.

RECOMMENDED MOTION:

Provide Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement.

File #: 16-540, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2016
Agenda Date: December 13, 2016
Prepared By: Laura Rankin, Engineer
Through: Ed Wegerif, P.E., Public Works Director
Requested Action:
Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City.

BACKGROUND:

Public Works Stormwater staff has been working to address the need for a Stormwater Treatment Facility in the Diamond Square Redevelopment Area, in order to enhance the ability to redevelop properties in that area. The City is seeking to purchase property that is owned by the State of Florida for construction of such new Stormwater Treatment Facility. In accordance with Florida law, the subject property was listed as surplus by the state and subsequently was offered to the City of Cocoa for purchase.

At the October 25, 2016 City Council meeting, the City Council authorized the City Attorney and City Manager to execute purchase documents for the subject property, and also approved a Resolution amending the FY2017 Budget for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value. The State of Florida has requested that the City's interest in purchasing the property also be memorialized in a Resolution. Further, the State has requested that the Resolution also explicitly authorize the City Manager to execute the documents required for conveyance of the surplus land to the City.

STRATEGIC PLAN CONNECTION:

The proposed stormwater project will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

NONE

PREVIOUS ACTION:

On October 25, 2016, City Council approved a Resolution adjusting the FY 2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, and authorized the City Manager to execute the purchase contract and associated closing documents with the State of Florida.

RECOMMENDED MOTION:

Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City.

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16-540 VIII.2

- **Approved. Correspondence to be handled through the City Clerk's office.**

2. Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020, subject to the concurrence of the City Council. (16-546). (Administrative Services Director)

   - **Approved. Correspondence to be handled through the City Clerk's office.**

3. 2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate. (16-553). (Administrative Services Director)

   - **This item was tabled until all Council members are in attendance.**

VIII. CITY BUSINESS:

1. Approve participation in the Space Coast Tourism Development Office's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards. (16-541). (City Manager)

   - **Approved. Hybrid Co-Op Agreement was selected (Option 2).**

Agenda item 16-540 12/13/16

2. Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City. (16-540). (Public Works Director)

   - **Approved. Resolution to be executed and distributed as necessary.**

3. Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd.; Approve entering into a co-operative purchase agreement with Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the amount not to exceed $96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd.; Approve a Resolution amending the FY2017 budget. (16-544). (Public Works Director)

16-425 VIII.4

agenda item 16-425 09/27/16

4. Provide Conceptual approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; Authorize the City Attorney to finalize negotiations; and Authorize the City Manager to execute the final version of the agreement. (16-425). (Public Works Director)

   - **Approved.**

5. Council approval to increase contingency amounts to Satellite Fire Station 1 (Brunson Blvd. Station) Project CP15F2 by an additional $10,000 above the 5% original contingency allocated to account for Value Engineering Costs; approve change order #1 in the amount of $9992 that exceeds the 5% approved contingency; approve a resolution to modify the FY2016 Budget. (16-436). (Public Works Director)

   - **Approved. Resolutions to be executed and distributed as necessary.**

MULTI-YEAR CONTRACTS:

6. Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2017 to December 31, 2017 and payments to eligible retirees for Medicare Part B reimbursement. (16-401). (Administrative Services Director)

   - **Approved.**

CITY COUNCIL APPOINTMENT:

7. Consider the appointment of a Qualified Candidate to fill the vacancy the unexpired term of City Council District 4 Seat through November, 2018. (16-438). (City Manager)

   - **Ms. Jeri Blanco was appointed to fulfill the vacancy of the City Council District 4 Seat through November, 2018.**

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 08/31/2016. (16-403). (Finance Director)

16-209 VIII.5

Agenda Item 16-209 05/24/2016

5. Approve a Resolution amending the FY 2016 budget and associated budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value; approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services; and to Authorize the City Manager to execute the documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ. (16-209). (Public Works Director)

   - **Approved. Resolution, Budget Amendment, Task Order, and related documents to be executed and distributed as necessary.**

6. Approve a contract to Purchase property located at 6 Forrest Ave; Approve City Manager to execute Documents; Approval of a Budget Resolution to amend the 2016 budget using General Fund Reserves. (16-217). (Public Works Director)

   - **Approved. Resolution and Budget Amendment to be executed and distributed as necessary.**

MULTI-YEAR CONTRACTS:

- **None.**

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 04/30/2016. (16-187). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-188). (Administrative Services Director)

3. FY 2016 Budget Adjustment Report. (16-193). (Finance Director)

4. Approved Change Orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-194). (Finance Director)

5. Relation between the estimated and actual income and expenses to date. (16-195). (Finance Director)

6. New Local Business Tax Receipts. (16-211). (Community Services Director)

16-472 VIII. 3

VI. PUBLIC HEARINGS:

1. Ordinance No. 14-2016/1st Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (16-470). (Community Services Director)

    - **Ordinance No. 14-2016 approved on 1st reading. Community Services to do legal advertisement for 2nd and final hearing.**

VII. COUNCIL BUSINESS:

1. Consider the appointment of Ms. Crystal McQueen as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2018. (16-469). (Administrative Services Director)

    - **Approved. Correspondence to be handled through the City Clerk's office.**

VIII. CITY BUSINESS:

1. Approve a Resolution to amend the FY2017 Budget to transfer funds from Capital Projects Building to Capital Project Land to cover the cost of the Wetland Mitigation Agreement for Satellite Fire Station #2 (CP16F3) located on SR524; Authorize the City Manager to Execute the Conservation Easement on the remaining portion of the parcel; and Authorize the City Manager to Execute the Agreement with Kempfer Ranch dba Deer Park Ranch, Ltd. (16-467). (Public Works Director)

    - **Approved. Agreements to be executed and distributed as necessary.**

2. Approve an Interlocal Agreement between the Cities of Cocoa, Cocoa Beach, Rockledge, and Satellite Beach to share Employee Health Center services between locations at the City of Cocoa and Satellite Beach. (16-468). (Administrative Services Director)

    - **Approved. Agreement to be executed and distributed to each city as directed for execution.**

Agenda Item 16-472 Oct. 25 2016

3. Approve a Resolution adjusting the FY2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-

Pg 1 of 2

10/25/16 Agenda Item 16-472

00772.0-0000.00) from the State of Florida at appraised value. Authorize the City Manager to execute purchase contract and associated closing documents with the State of Florida. (16-472). (Public Works Director)

- **Approved. Resolution and contracts to be executed and distributed as necessary.**

4. Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Matthew. (16-474). (Community Services Director)

   - **Approved. Resolution to be executed and distributed as necessary.**

5. Approve a Resolution Adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue. (16-487). (Community Services Director)

   - **Approved. Resolution to be executed and distributed as necessary.**

MULTI-YEAR CONTRACTS:

6. Approve the Second Amendment to multi-year Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (16-451). (Community Services Director)

   - **Approved. Agreement to be executed and distributed as necessary.**

IX. INFORMATIONAL AGENDA:

1. Review of the Employee Health Center usage report provided by CareATC. (16-356). (Administrative Services Director)

2. Review of Cumulative Purchase Approvals over ~~$25,000~~ $35,000 and under $50,000 for the period 10/01/2015 to 09/30/2016. (16-457). (Finance Director)

3. FY 2016 Budget Adjustment Report. (16-460). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (16-461). (Finance Director)

RESOLUTION NO. 2017-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS REGARDING THE CONSTRUCTION OF THE DIAMOND SQUARE REGIONAL STORMWATER FACILITY IN AN AMOUNT NOT TO EXCEED $616,630.00 IN ACCORDANCE WITH THE COST SHARING/DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER WHICH IS APPROVED BY THE CITY MANAGER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa desires to provide a regional stormwater facility designed to encourage growth within the Diamond Square Redevelopment Area; and

WHEREAS, on September 27, 2016, the City Council authorized the City Manager and the City Attorney to proceed with the construction of this facility, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Manager is authorized to approved a cost sharing/developer's agreement with a developer and the City Council desires to streamline the approval of change orders under said agreement to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the final cost sharing/developer's agreement approved by the City Manager is hereby incorporated herein for reference and context purposes; 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 consistent with the terms of this Resolution 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 pursuant to the aforementioned cost sharing/developer's agreement approved by the City Manager, provided the total amount of approved change orders do not exceed $ 616,630.00.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of January, 2017

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-580	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	12/16/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	To Approve Change Order #1 to P.O. 69294 to install a second door in the Maintenance Building. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	416 - Door Proposal - 10 14 2016 Journal Approved by Council April 25, 2016 (C&D Construction) PO 69294 Agenda of 4-26-16; File ID 16-152 Journal of 4-26-16; Item V.5				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2016
Agenda Date: January 10, 2017
Prepared By: William Troy Howell, Dyal WTP Chief Operator
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to P.O. 69294 to install a second door in the Maintenance Building

BACKGROUND:

On April 26, 2016, City Council awarded Bid B-16-12-COC to C&D Construction for the enclosure of the maintenance building. During construction, staff noticed that there was only one door to the lawn shop in the maintenance building and that it faces the chlorine dock. This is a safety concern; should there be a chlorine leak there would be no escape route.

This project is a continuation of work from FY 2016, with the initial requested amount of $87,767, approved by City Council on April 26, 2016. $58,452.21 was expended during FY 2016 and the remaining $29,314.70 budgeted in FY 2017. Staff recommends that a second door be added to the lawn shop as part of the maintenance building enclosure project, in the amount of $3,960.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$3,960
Account Number	421-4020-536.46-02
Account Name	Repair and Maintenance-Buildings
Source of Funds:	Operating Revenue
Change Order Amount:	$3,960
Original Purchase Order	69294
Original P.O. Amount	$29,314.70
Total number of change orders to date	1
Total amount in change orders to date	$3,960

PREVIOUS ACTION:

On April 26, 2016, City Council awarded Bid B-16-12-COC to C&D Construction for the enclosure of the maintenance building.

RECOMMENDED MOTION:

To approve Change Order #1 to P.O. 69294 to install a second man door in the maintenance building.

C&D Construction, Inc.

P.O. Box 236577 • Cocoa, FL 32923-6577 • Tel: (321) 639-9198 • Fax: (321) 690-2291

October 14, 2016

City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

REFERENCE: Dyal WTP Maintenance Building Enclosure

ATTENTION: Mr. Troy Howell, Chief Operator

Dear Mr. Howell:

PROPOSAL

We propose to supply all labor, material, equipment and labor to cut an opening in the south end of the maintenance building (84" x 36"). Add new framing and header and supply and install trim. Install a new steel door frame and add new steel door and hardware. Prime and paint door to match siding.

Lump Sum: $3,960.00

ALTERNATE #1 – To use aluminum door and frame - **Add $1,550.00**. Aluminum door company lead time to fabricate door is 4 weeks.

Sincerely,

Curtis Deen,
President

CD/al

15/GCM effective November 23, 2015 through November 23, 2018. (16-113). (Utilities Director)

- **Approved. Agreement to be executed and distributed as necessary.**

3. Approve entering into a Co-operative Purchase Agreement with, and issuing a purchase order to Goodson Paving in the amount of $263,244.16 for the yearly paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid #B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a Resolution to authorize the City Manager to approve change orders not to exceed $36,755.84. (16-145). (Public Works Director)

   - **Approved. Resolution and Agreement to be executed and distributed as necessary.**

4. Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016. (16-151). (Administrative Services Director)

   - **Approved.**

5. Award Bid No. B-16-12-COC, Dyal WTP Maintenance Building Enclosure to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; to Authorize the City Manager to execute the contract. (16-152). (Utilities Director)

   - **Approved.**

6. Approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. (16-166). (Finance Director)

   - **Approved. Resolutions to be executed and distributed as necessary.**

File #: 16-152, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2016
Agenda Date: April 26, 2016
Prepared By: William Troy Howell, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid # B-16-12-COC, Dyal WTP Maintenance Building Enclosure, to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; To Authorize the City Manager to Execute the Contract

BACKGROUND:

The Dyal Water Treatment Plant (Dyal WTP) is in need of increased storage for pumps motors and other equipment. Currently they are stored in an open air storage area where they are subject to dirt, debris, insects, etc. This can lead to increased repair times and premature failure of equipment. This project will enclose two of the current storage bays with garage doors and allow storage in a clean environment.

Bids for the subject offering were opened on March 31, 2016 at 3:00 p.m. Purchasing sent out one hundred twenty-one (121) invitations and notifications to bid and received four (4) responses from twenty (20) plan holders. The apparent low bidder is C&D Construction, Inc., Cocoa, Florida, with a bid of $87,760.

Staff recommends award of Bid # B-16-12-COC, Dyal WTP Maintenance building enclosure, to C&D Construction, Inc., Cocoa, Florida, for the enclosure of the Dyal WTP Maintenance building.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$87,760
Account Number	421-4020-536.46-02
Account Name	Repair & Maintenance - Buildings

Source of Funds Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Award Bid # B-16-12-COC, Dyal WTP Maintenance Building Enclosure, to C&D Construction, Inc., Cocoa, Florida, for the enclosure of the Dyal WTP Maintenance building; To Authorize the City Manager to Execute the Contract.

15/GCM effective November 23, 2015 through November 23, 2018. (16-113). (Utilities Director)

- **Approved. Agreement to be executed and distributed as necessary.**

3. Approve entering into a Co-operative Purchase Agreement with, and issuing a purchase order to Goodson Paving in the amount of $263,244.16 for the yearly paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid #B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a Resolution to authorize the City Manager to approve change orders not to exceed $36,755.84. (16-145). (Public Works Director)

   - **Approved. Resolution and Agreement to be executed and distributed as necessary.**

4. Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016. (16-151). (Administrative Services Director)

   - **Approved.**

5. Award Bid No. B-16-12-COC, Dyal WTP Maintenance Building Enclosure to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; to Authorize the City Manager to execute the contract. (16-152). (Utilities Director)

   - **Approved.**

6. Approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. (16-166). (Finance Director)

   - **Approved. Resolutions to be executed and distributed as necessary.**

Legislation Details (With Text)

File #:	17-1	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/19/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113 -1010 Effective July 8, 2016 through July 7, 2017; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders.(Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SFO Insituform Proposal - City of Cocoa FY17 CIty of Cocoa CIPP Lining Phase II - FY17 Daytona Beach CIPP Contract RE Contract 0113-1010 Insituform Technologies Resolution No. 2017-08 - WS0904				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2016
Agenda Date: January 10, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders

BACKGROUND:

The City of Cocoa has budgeted $400,000 to the Wastewater Collection System Infrastructure Assessment and Replacement Program for FY2017. During FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping over a six-year period beginning in FY2016. Rehabilitation and replacement was recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure. Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation

plan was formed based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016. The second phase of the CIPP lining recommendations includes 34 individual pipe segments (manhole to manhole). All critical segments to be lined are 8” to 10” in diameter and are outlined in the attachment “City of Cocoa CIPP Lining Phase II - FY17”.

At this time, we are requesting the use of the City of Daytona Beach Contract No. 0113-1010 for Cured in Place (CIPP) Pipe Rehabilitation Services. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations. Therefore, staff recommends approval to use the City of Daytona Beach contract with Insituform Technologies, LLC to perform Cured in Place (CIPP) Pipe Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $277,500.

City staff is also requesting that City Council approve an additional $27,500 as contingency for the project. The additional amount will be used for change orders with approval by the City Manager. Although 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 to move forward.

The additional $27,500 will not be added to the initial purchase order and each change order will be reviewed by staff before it is forwarded to the City Manager for approval.

Staff recommends approval of the cooperative purchase agreement utilizing Insituform Technologies and the resolution delegating change order use to the City Manager.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted:	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$305,000
Account Number:	421-4125-536.63-00, WS0904
Account Name:	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2015 through July 7, 2016.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders.

Insituform Technologies, LLC

6972 Business Park Blvd
Jacksonville, FL 32256

Tel: (904) 237-3426
Fax: (904) 280-4162
www.insituform.com

December 26, 2016

AAJA-VKML2A

Chris Collier
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922-7203
321-433-8811

RE: CIPP Proposal

Dear: Mr. Collier

Insituform Technologies, LLC. (ITLLC) is pleased to provide the following proposal for the rehabilitation of sewers in using "Cured-in-Place-Pipe" (CIPP). The proposal is reflective of our annual contract with the City of Daytona Beach Contract #0113-1010 using the "piggyback" method and assuming all terms and conditions contained therein.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
A-1	CIPP 8" x 6mm	LF	8,936	$23.80	$212,676.80
B-1	CIPP 10" x 6mm	LF	313	$27.60	$8,638.80
M-1	Medium Clean 8" – 12"	LF	9,249	$1.50	$13,873.50
N-1	Heavy Clean 8" – 12"	LF	81	$1.60	$129.60
P-1	Tuberculation Cleaning	LF	81	$18.00	$1,458.00
HH-1	Bypass 8"	LF	8,936	$1.00	$8,936.00
HH-2	Bypass 10"	LF	313	$1.00	$313.00
II	Service Reconnection	EA	85	$175.00	$14,875.00
KK-2	MOT FDOT arrow board	SU	4	$180.00	$720.00
KK-3	MOT FDOT barricades	SU	4	$340.00	$1,360.00
KK-4	MOT FDOT lane dividers	SU	4	$15.00	$60.00
LL-3	MOT City barricades	SU	27	$250.00	$6,750.00
LL-4	MOT City lane dividers	SU	27	$15.00	$405.00
NN-1	Easement access 6"-12"	LF	420	$3.00	$1,260.00

OO	Mobilization	LS	1	$1,500.00	$1,500.00
	Contingency	LS	1	$27,500.00	$27,500.00
	Bonds 1.5%	%			$4,506.84
	TOTAL				**$304,962.54**

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.

ITLLC SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Light cleaning of the pipe prior to lining. Light cleaning is defined as up to three (3) passes with a standard jet nozzle. Any cleaning beyond this is considered heavy cleaning.
3. CCTV inspection of the pipe prior to lining pipe.
4. Install polyester impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/steam, at the discretion of ITLLC.
5. CCTV inspection of the pipe after the lining is complete.
6. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
7. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work / Responsibilities of ITLLC may result in a change in price and/or duration.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from

Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Gary R Shutts
Gary R Shutts
Business Development Mgr.

Accepted By: _____ Date: _____
(signed)

Accepted By: _____ Title: _____
(printed)

Memorandum

To: *Chris Collier, City of Cocoa*

From: *Tonya Kay*

Date: *September 14, 2016*

Subject: *WFO Division Support – CIPP Phase II*

The pipe segments included in **Table 1-1** are recommended for CIPP lining. Visual information regarding the pipe segment laterals obtained from the RedZone® ICOM3 Software are included for Segment No. 1 through Segment No. 34 below.

Pipe Segment No. 1 did not include full pipeline inspection from Redzone® and is recommended to have one lateral trimmed followed by re-inspection in an effort to obtain complete CCTV data of the pipe. There is potential for additional defects to be found on the segment and may require repair prior to CIPP lining.

Pipe Segment No. 16 and No. 19 (**Figure 1** and **Figure 2**) are recommended for heavy cleaning and re-inspection prior to CIPP lining.

Pipe Segment No. 33 was previously scheduled for point repair work performed by the City. This point repair work should be completed prior to CIPP lining this segment.

Pipe Segment No. 34 is scheduled for point repair in fiscal year (FY) 2017 under the Gravity Sewer Pipe Replacement and Point Repair Project. This point repair work should be completed prior to CIPP lining this segment.

Table 1-1: CIPP Lining Phase II Pipe Segment Details

No.	Facility ID	Upstream/Downstream	Material	Diameter	Pipe Length	Recommendation	No. of Laterals
1	WWGM00490	TMP-1341_TMP-1340	VCP	8	324.3	Trim Lateral(s), CIPP	1
2	WWGM00672	MH00875_MH00876	VCP	UNK	298.6	CIPP	2
3	WWGM00753	MH00520_MH00832	VCP	UNK	77.7	CIPP	1
4	WWGM00698	MH00513_MH00520	VCP	UNK	398.6	CIPP	5
5	WWGM00755	MH00874_MH01106	VCP	UNK	292.5	CIPP	2
6	WWGM00711	MH00542_MH00923	UNK	UNK	288.0	CIPP	6
7	WWGM00547	MH00621_MH00620	VCP	8	291.4	CIPP	4
8	WWGM00566	MH00632_MH00630	VCP	8	129.7	CIPP	1
9	WWGM00767	MH00923_MH00624	UNK	UNK	310.9	CIPP	5

No.	Facility ID	Upstream/Downstream	Material	Diameter	Pipe Length	Recommendation	No. of Laterals
10	WWGM00768	MH00543_MH00625	VCP	8	349.1	CIPP	5
11	WWGM00710	MH00545_MH00924	UNK	UNK	143.3	CIPP	0
12	WWGM00632	MH00609_MH00614	VCP	8	419.6	CIPP	8
13	WWGM00569	MH00629_MH00626	VCP	8	228.6	CIPP	3
14	WWGM00860	MH00827_MH00646	VCP	8	137.8	CIPP	1
15	WWGM00844	MH00830_MH00827	VCP	8	312.2	CIPP	3
16	WWGM00552	MH00620_MH00618	VCP	8	312.2	Clean & Re-inspect, CIPP	6
17	WWGM00512	MH00844_MH00836	VCP	UNK	415.5	CIPP	4
18	WWGM01021	MH00832_MH00849	VCP	8	292.5	CIPP	4
19	WWGM00488	MH01104_MH01106	VCP	8	80.9	Clean & Re-inspect, CIPP	0
20	WWGM00712	MH00541_MH00543	UNK	UNK	288.0	CIPP	6
21	WWGM00564	MH00630_MH00633	VCP	8	330.4	CIPP	6
22	WWGM00630	MH00646_MH00617	VCP	8	230.2	CIPP	5
23	WWGM00757	MH00836_MH00526	VCP	8	389.7	CIPP	3
24	WWGM00705	MH00538_MH00536	VCP	8	249.9	CIPP	4
25	WWGM01001	MH00528_MH00538	VCP	8	234.2	CIPP	2
26	WWGM01003	MH00531_MH00551	VCP	8	250.4	CIPP	5
27	WWGM00762	MH00552_MH00905	VCP	8	323.9	CIPP	4
28	WWGM00998	MH01117_MH00549	VCP	8	234.7	CIPP	5
29	WWGM00759	MH00560_MH00910	VCP	8	272.2	CIPP	2
30	WWGM00994	MH01115_MH00567	VCP	8	193.6	CIPP	2
31	WWGM01509	TMP-1482_TMP-1480	VCP	8	380.0	CIPP	4
32	WWGM01394	TMP-1637_TMP-1636	VCP	10	313.2	CIPP	0
33	WWGM00822	TMP-1295_TMP-1298	VCP	8	235.2	CIPP	4
34	WWGM00577	TMP-1317_TMP-1314	VCP	8	219.3	CIPP	4

Figure No. 1: Pipe Segment No. 16

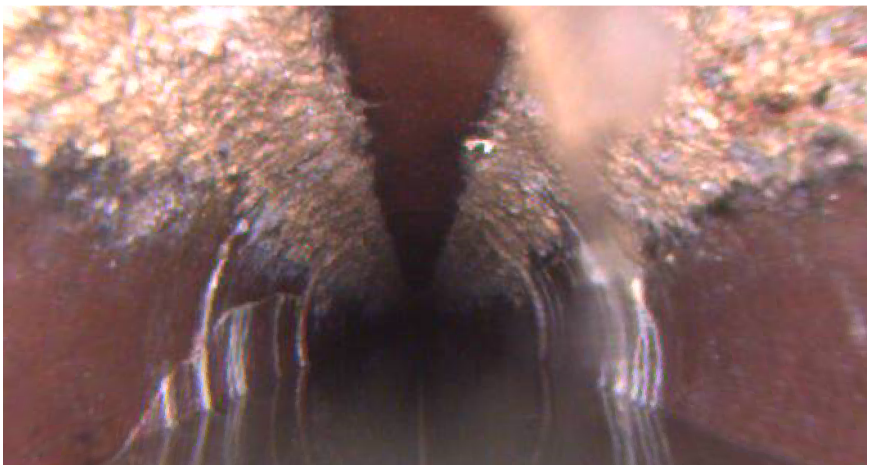
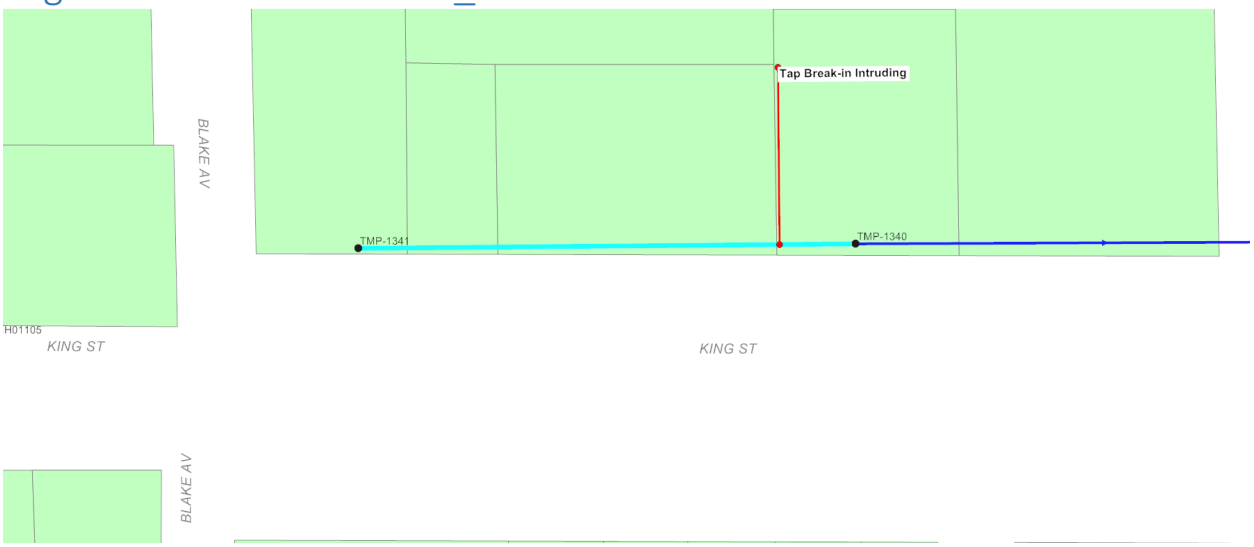


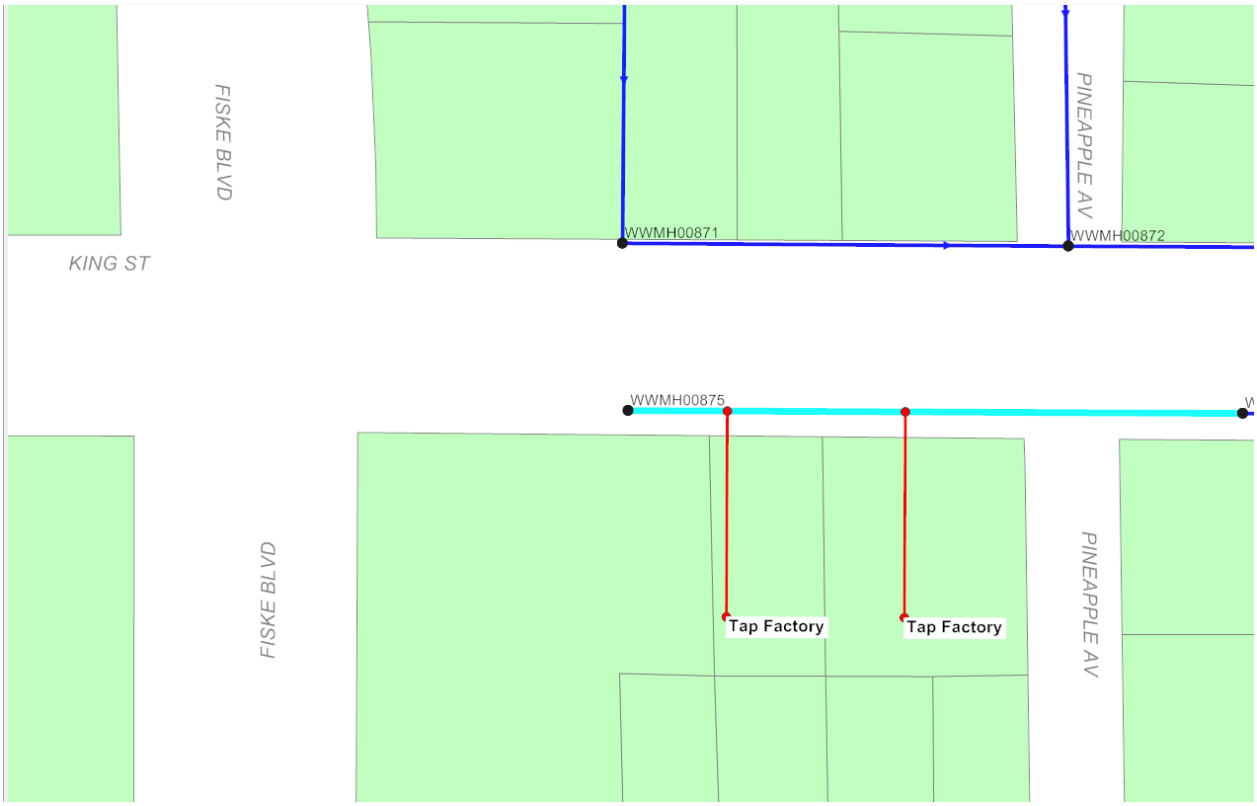
Figure No. 2: Pipe Segment No. 19



Segment No. 1: TMP-1341_TMP-1340



Segment No. 2: MH00875_MH00876



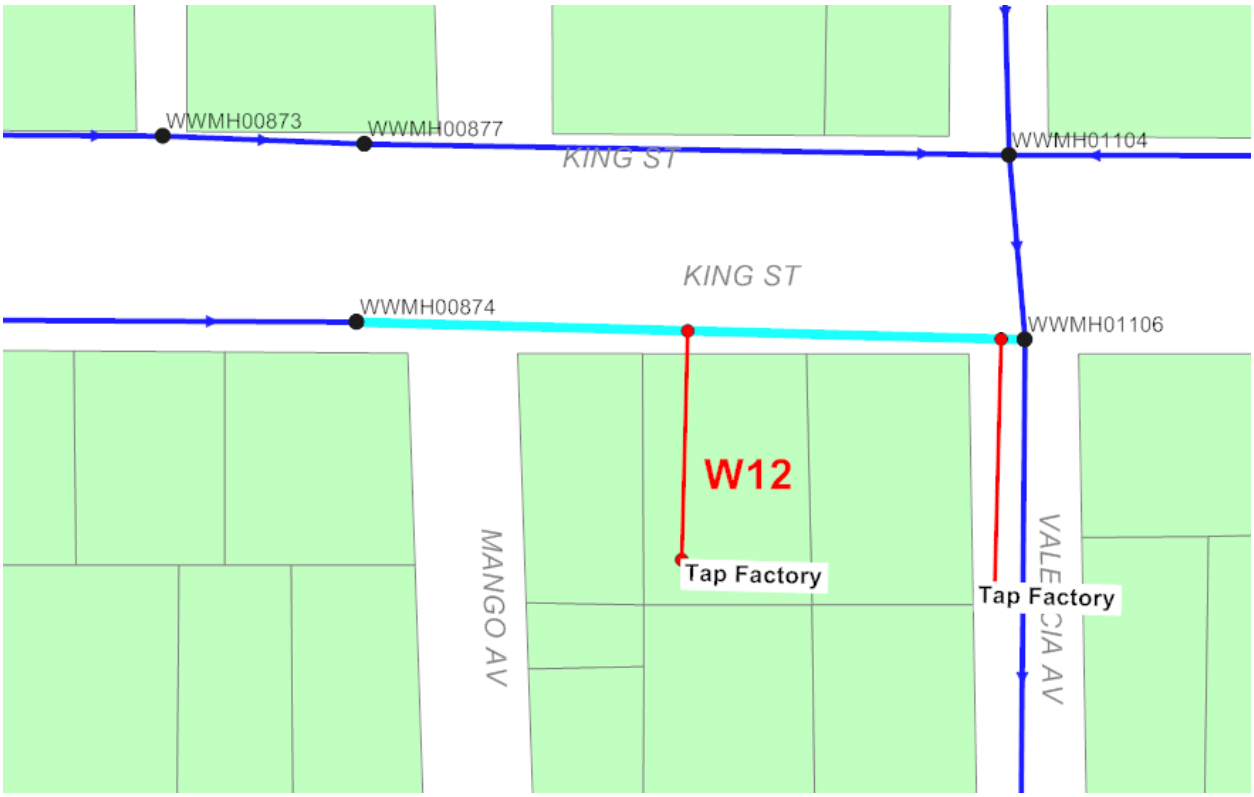
Segment No. 3: MH00520_MH00832



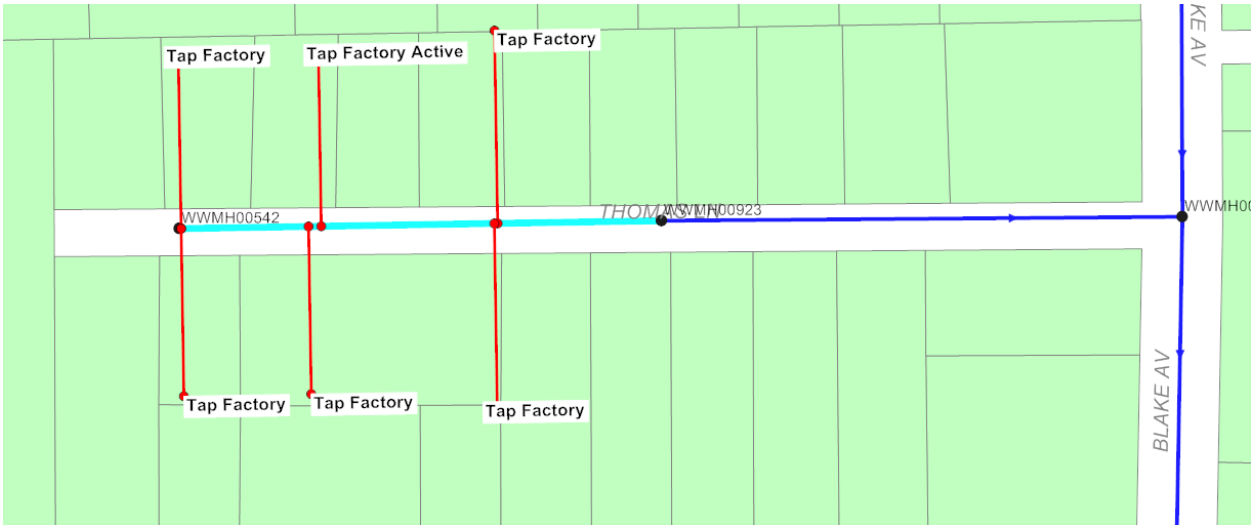
Segment No. 4: MH00513_MH00520



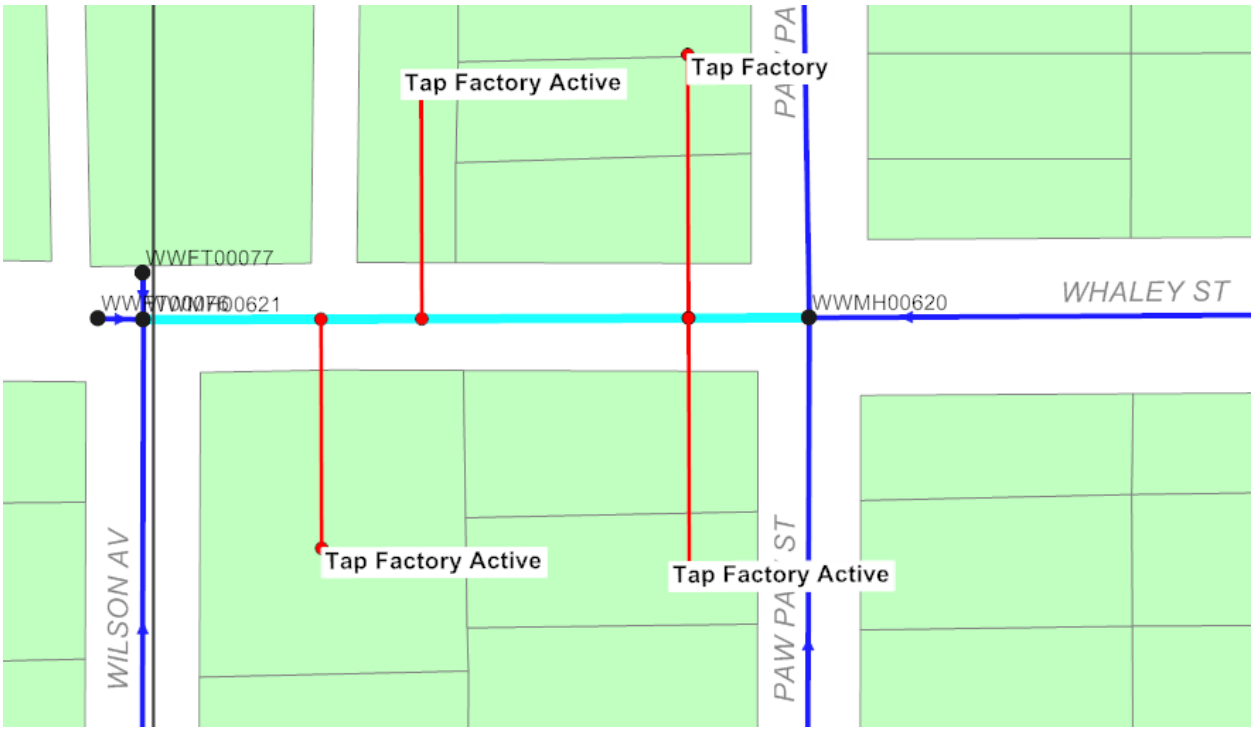
Segment No. 5: MH00874_MH01106



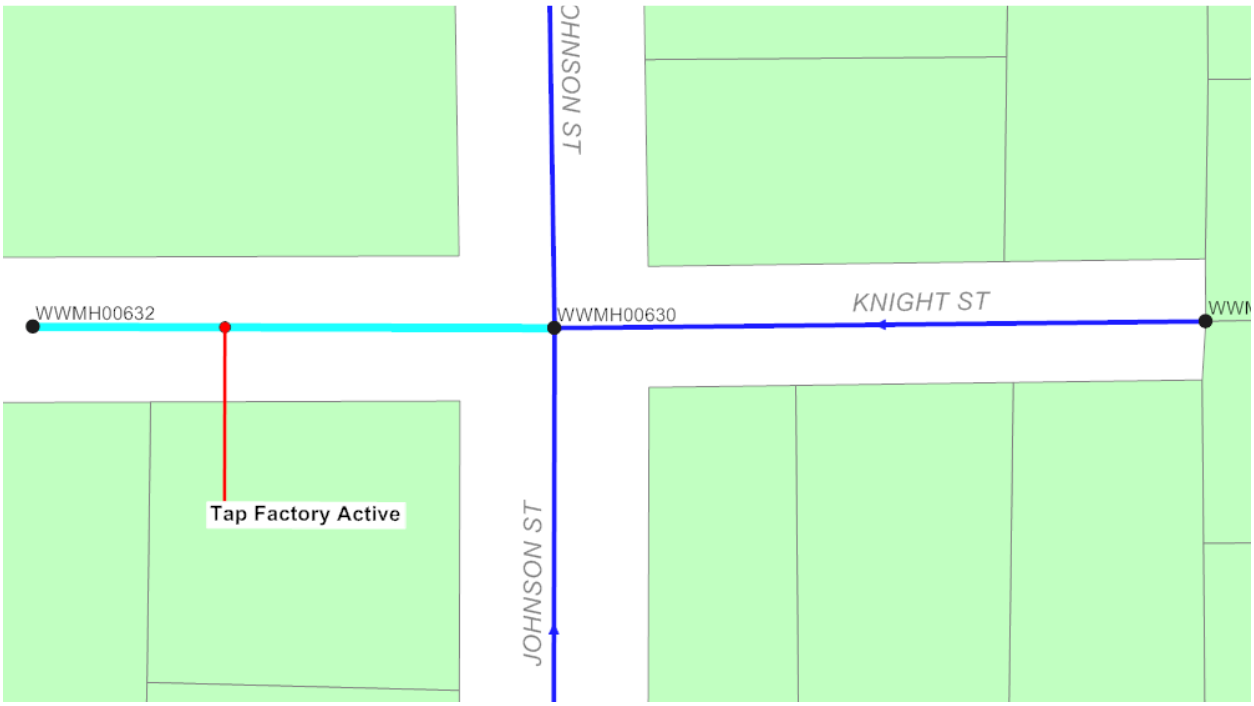
Segment No. 6: MH00542_MH00923



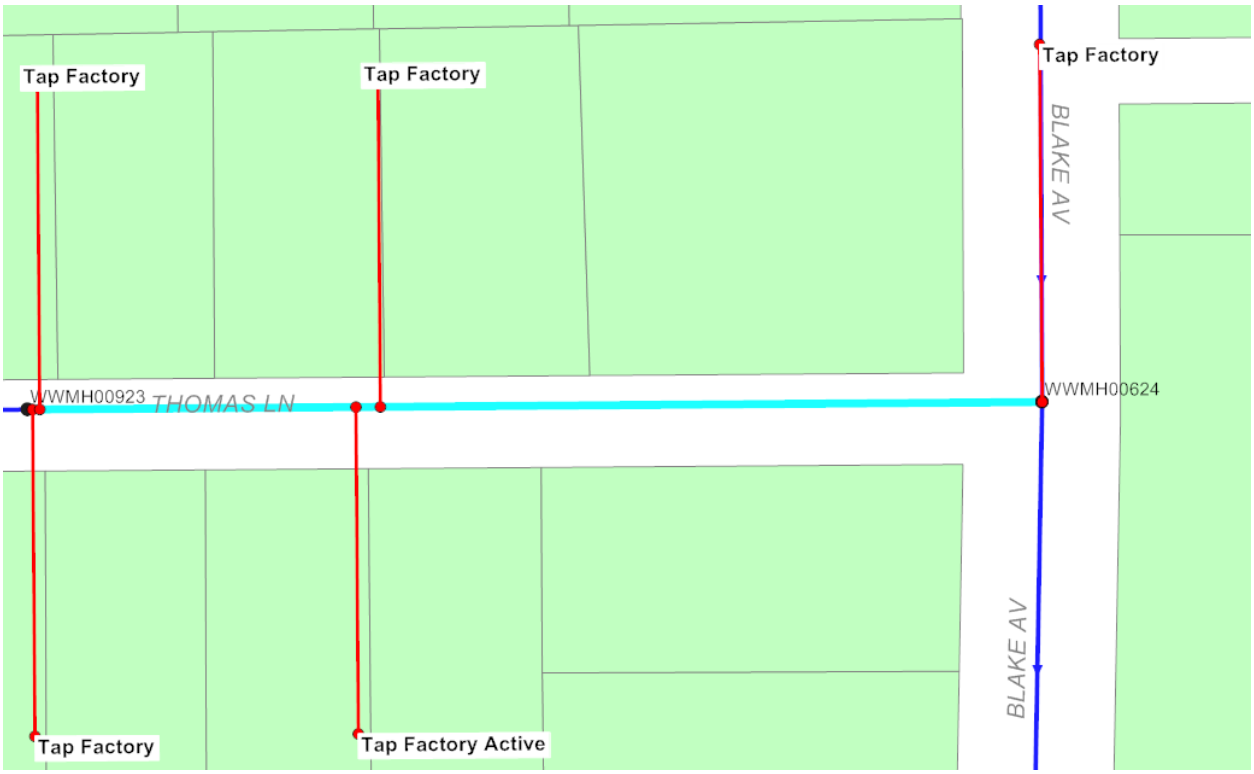
Segment No. 7: MH00621_MH00620



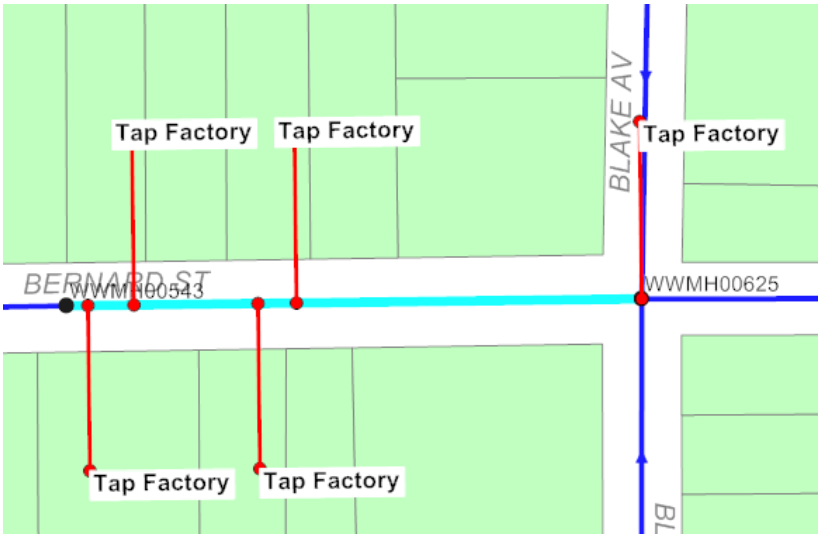
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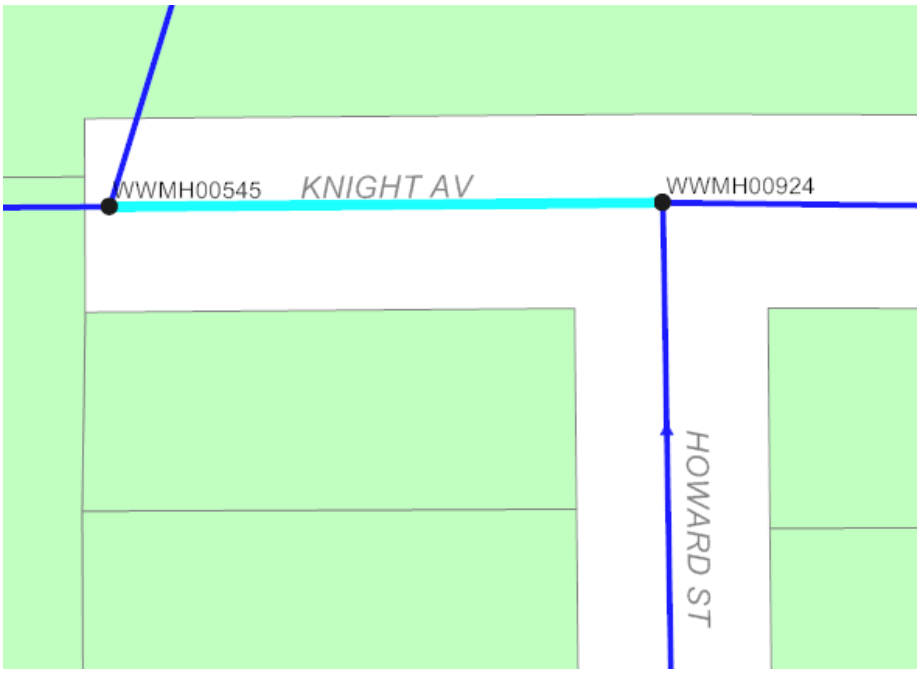
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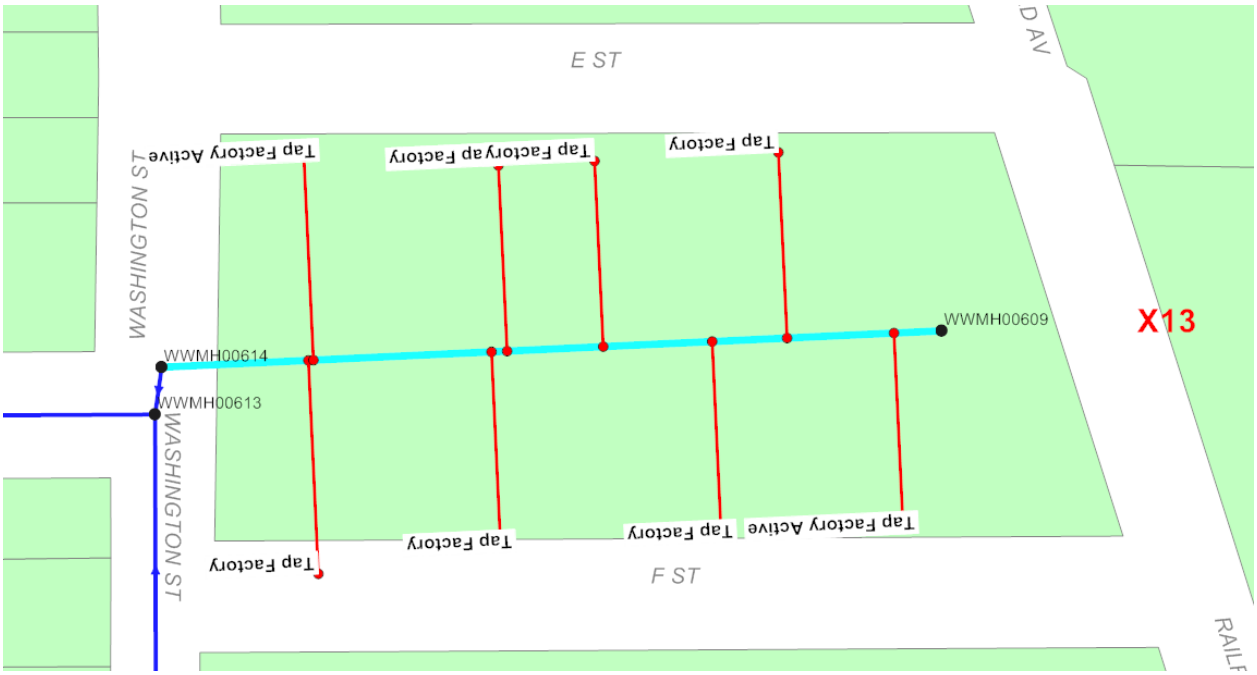
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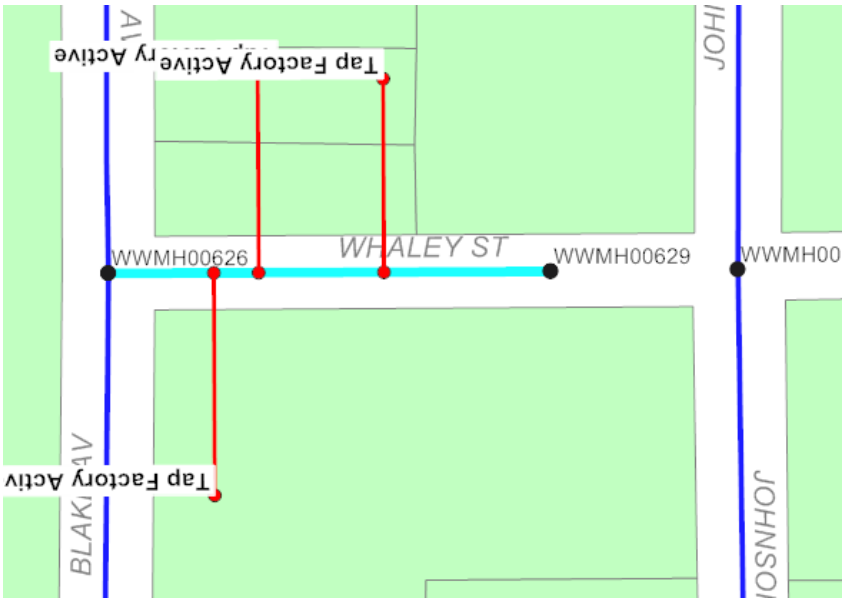
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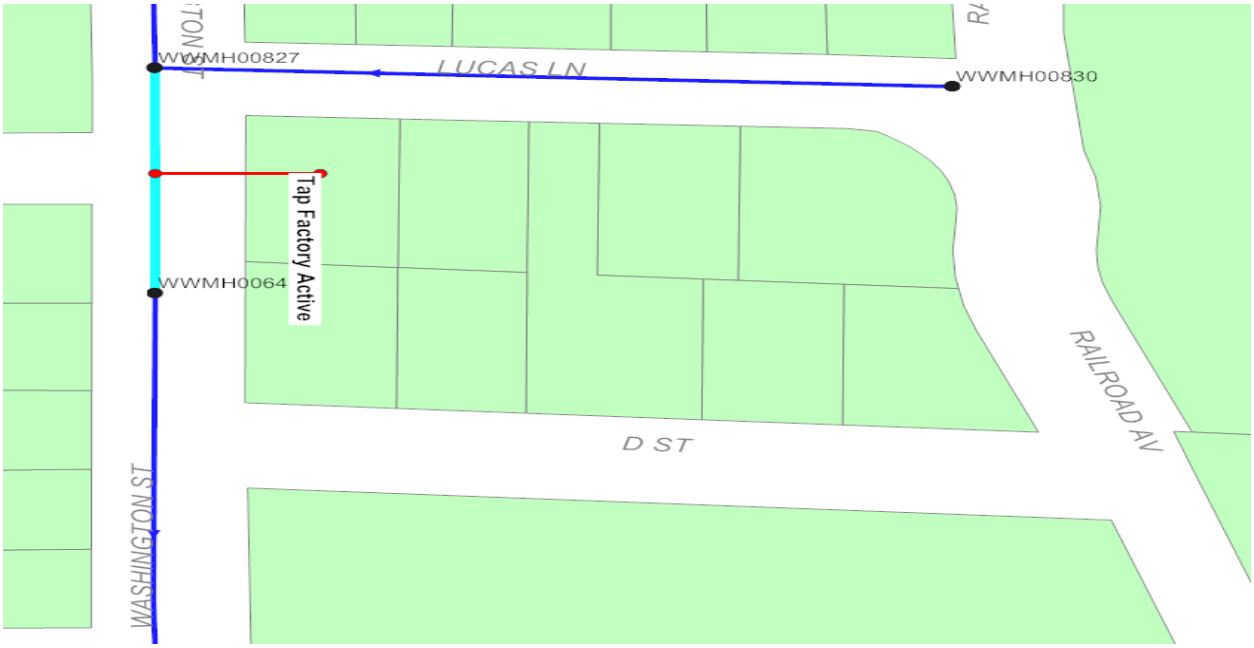
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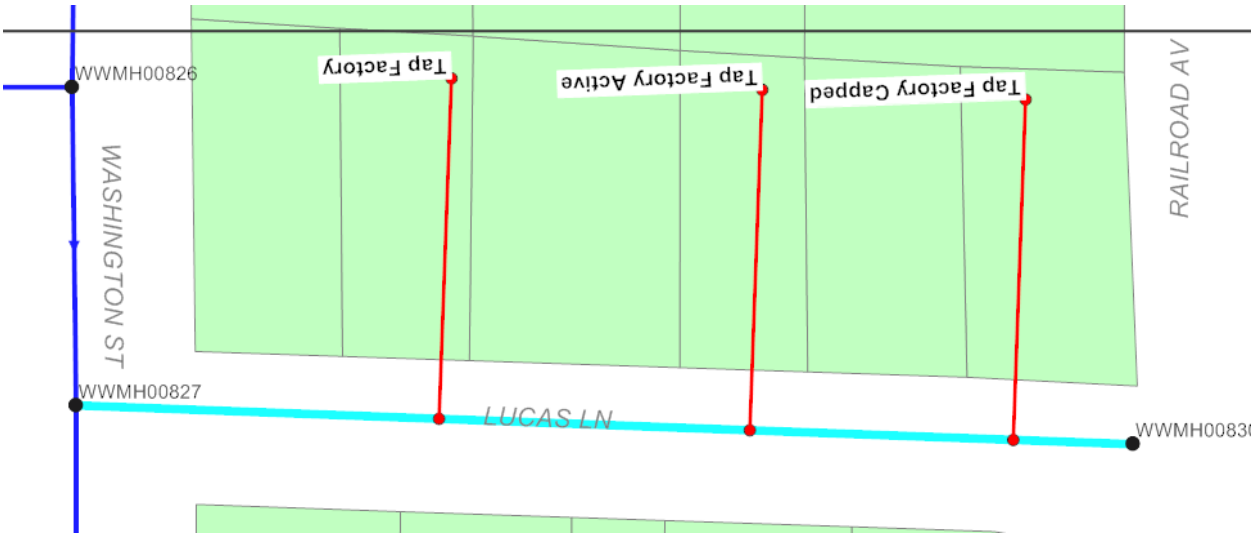
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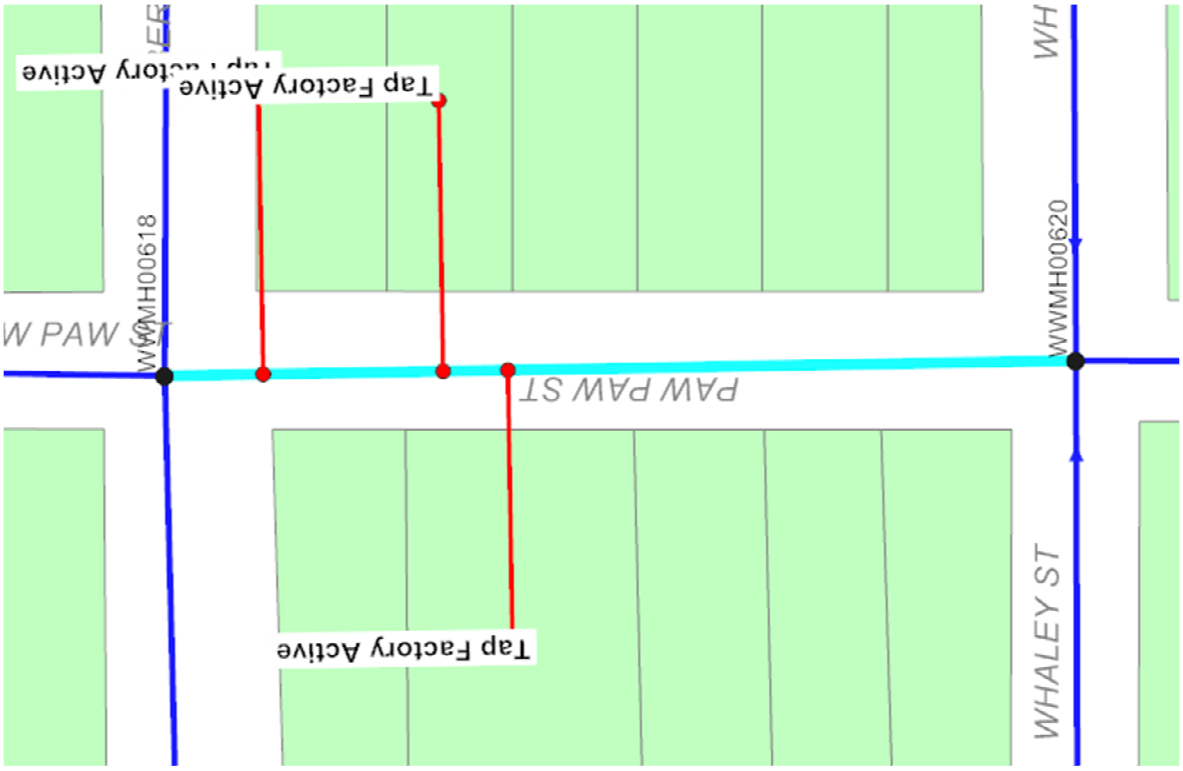
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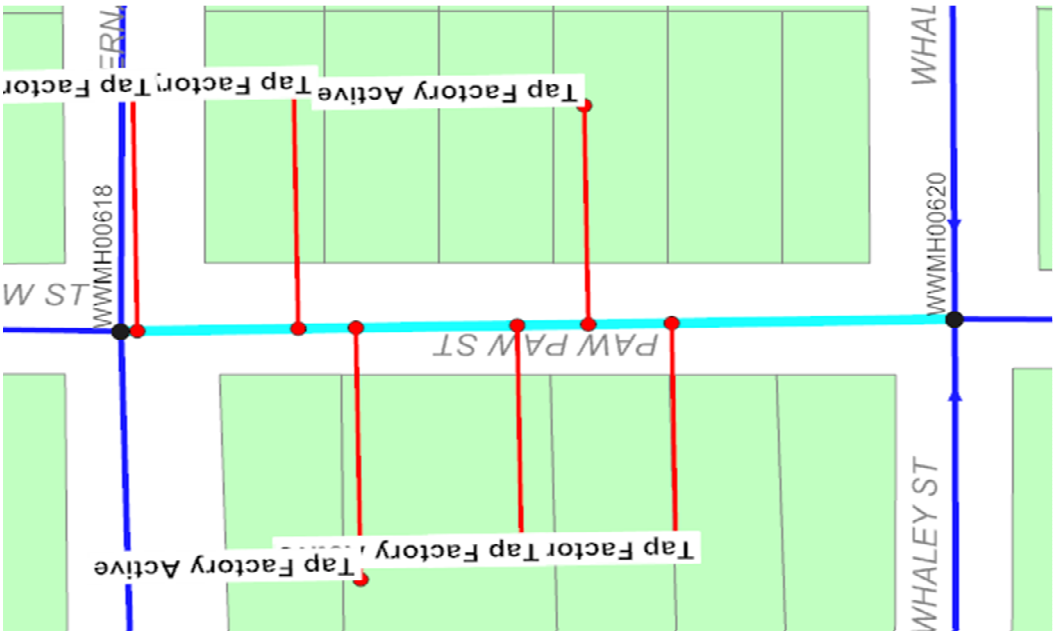
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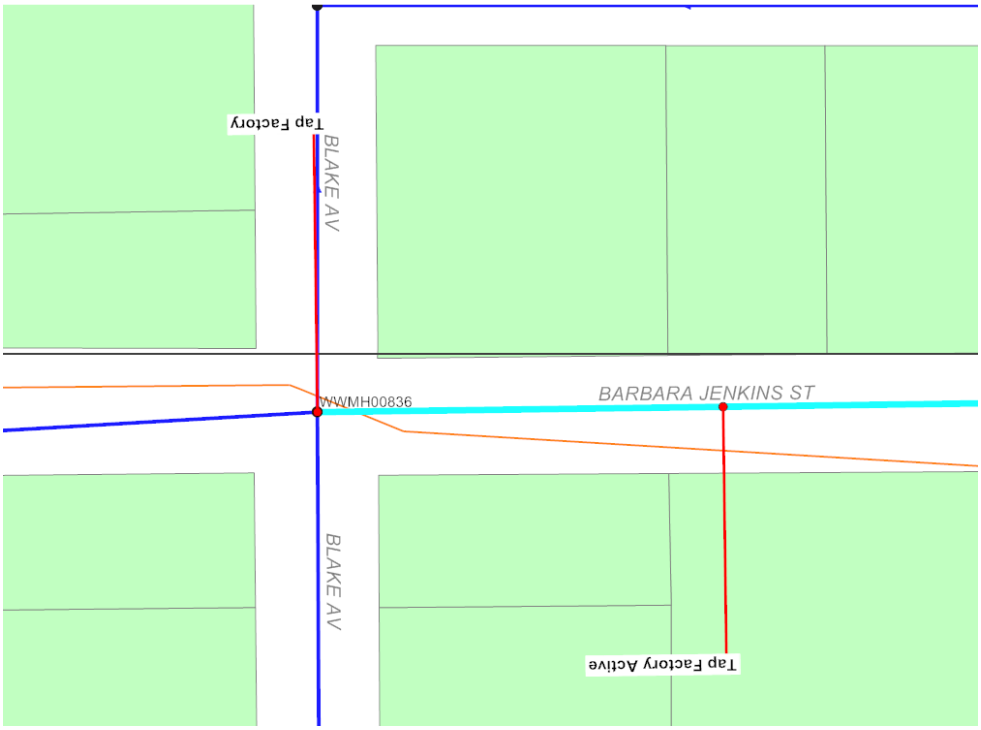
Segment No. 16: MH00620_MH00618 (upstream)



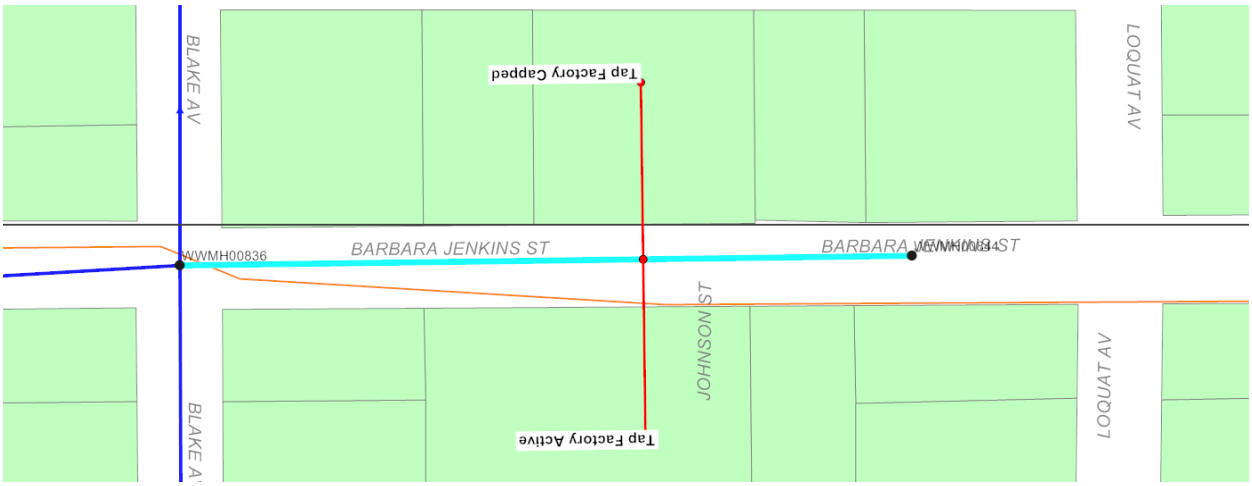
Segment No. 16: MH00620_MH00618 (downstream)



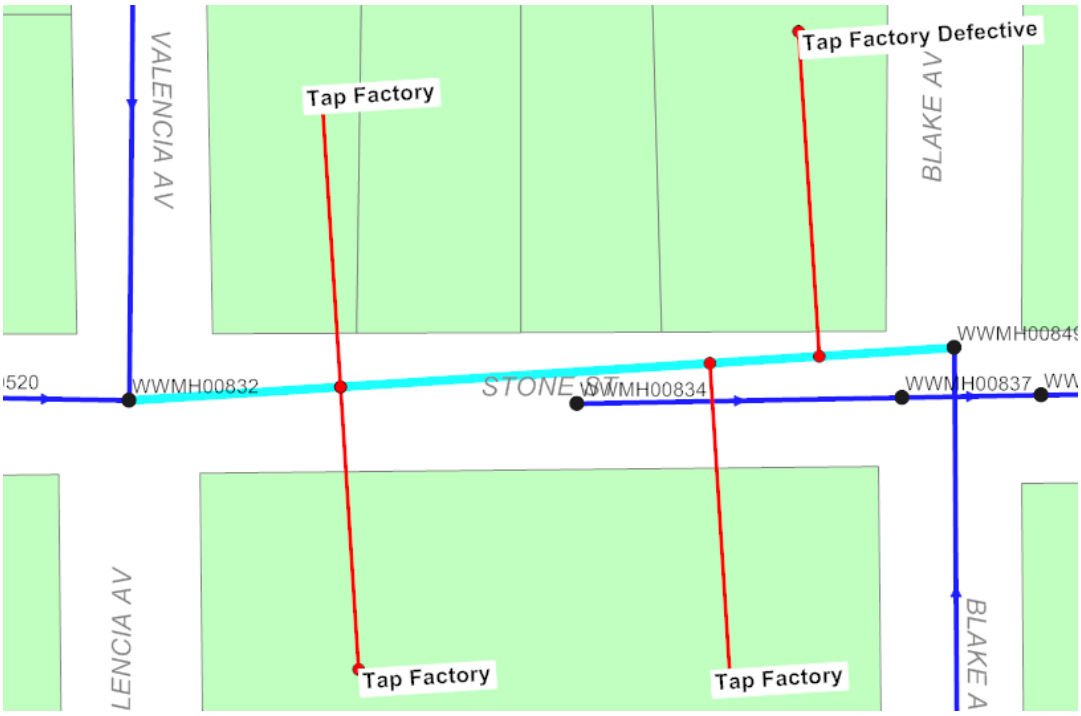
Segment No. 17: MH00844_MH00836 (upstream)



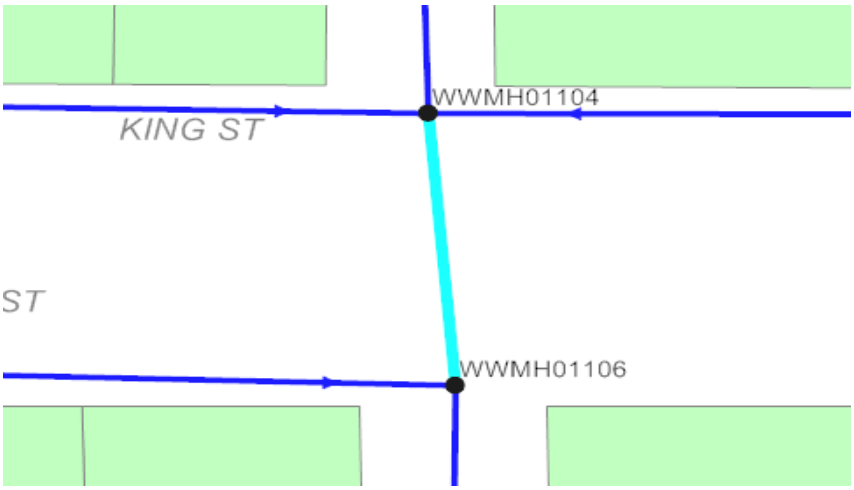
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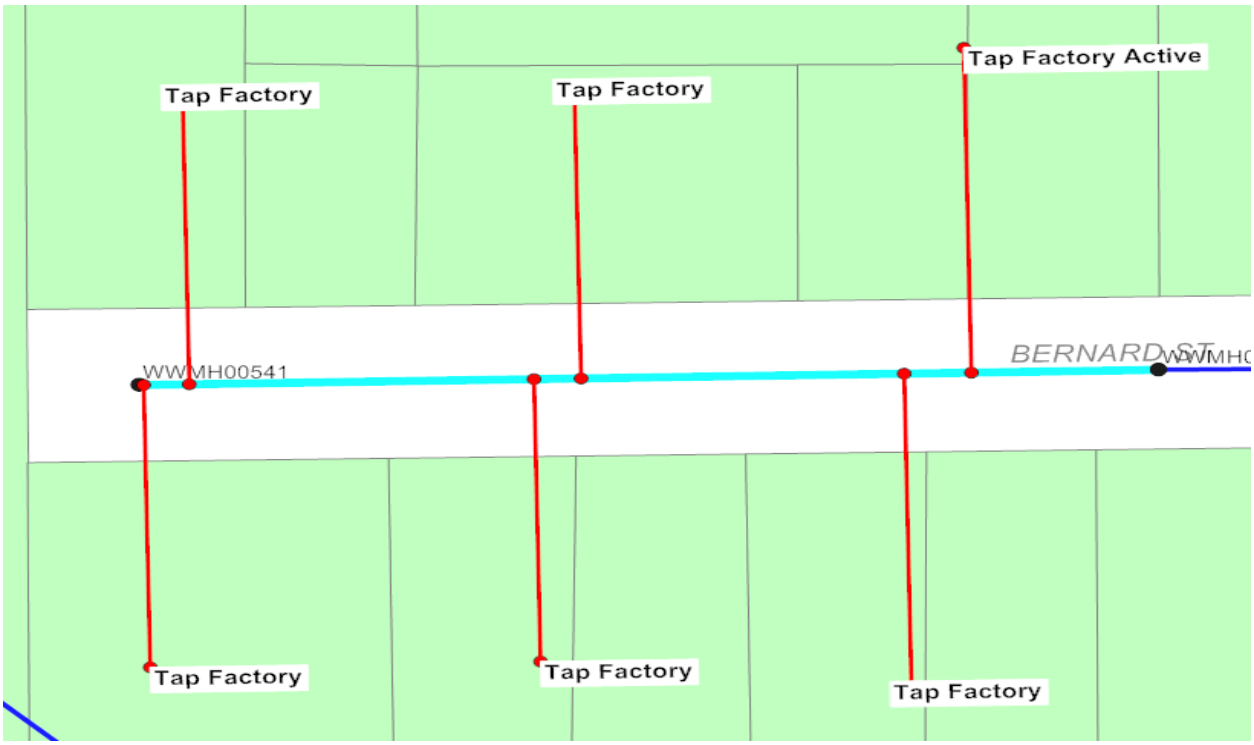
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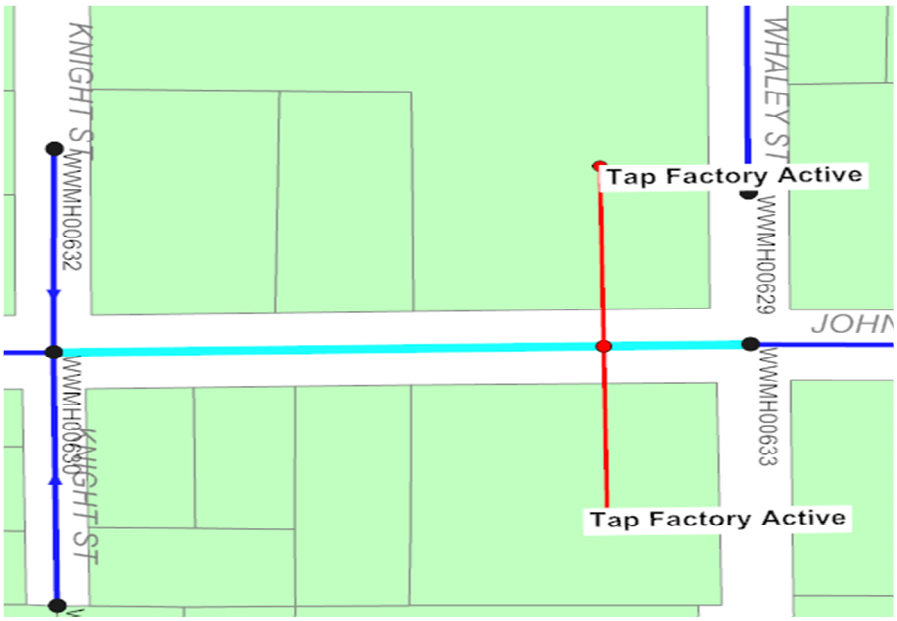
Segment No. 19: MH01104_MH01106



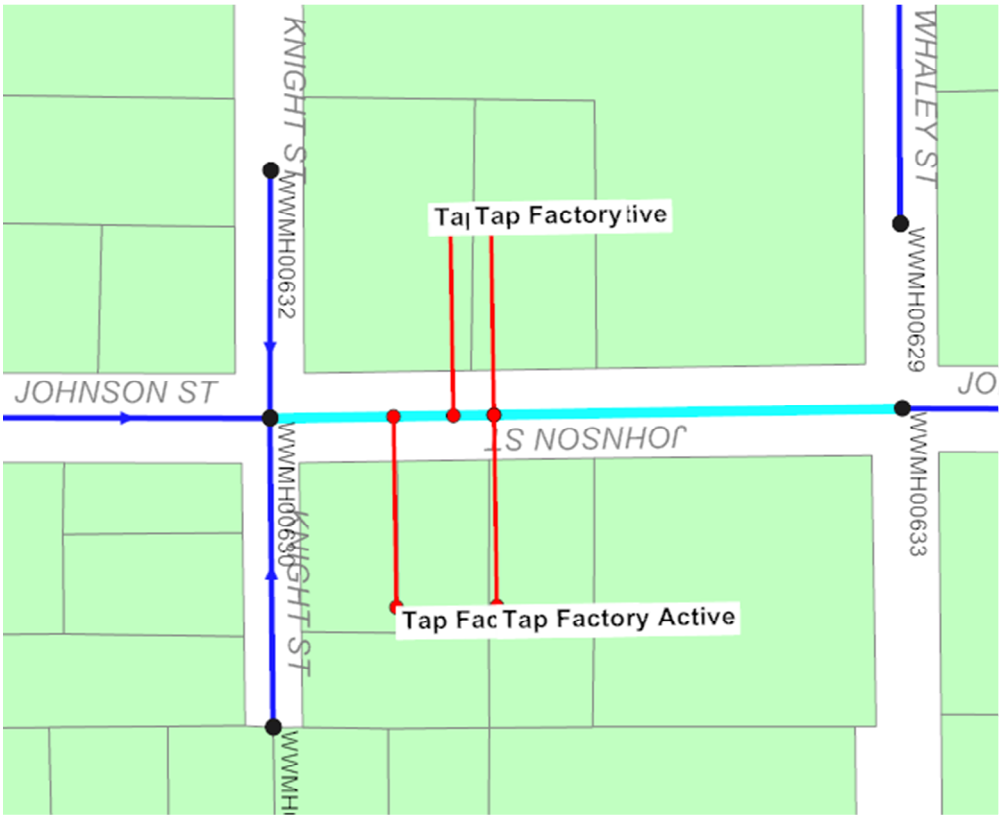
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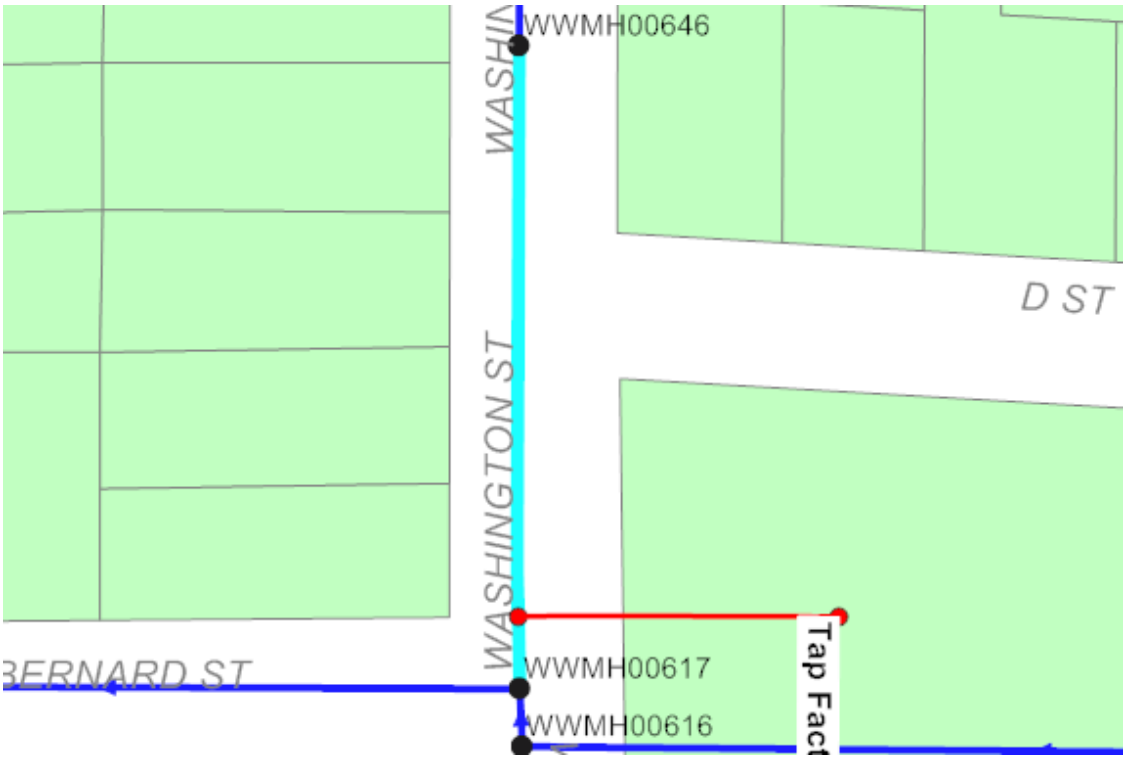
Segment No. 21: MH00630_MH00633 (upstream)



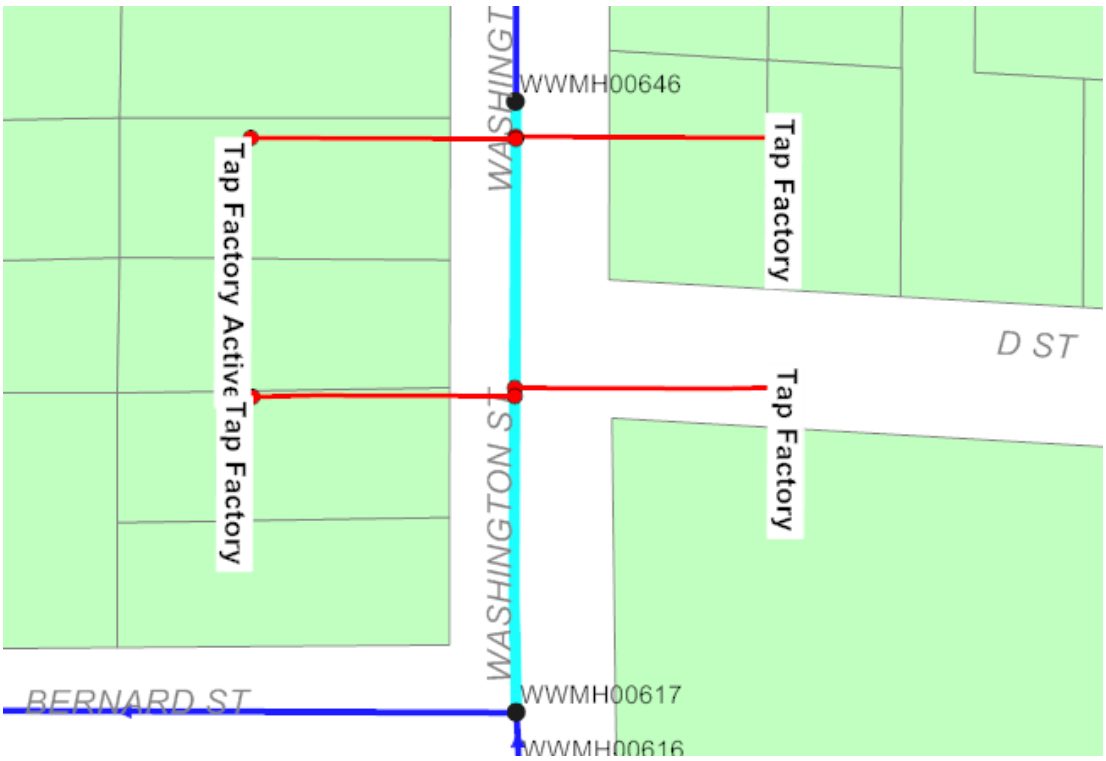
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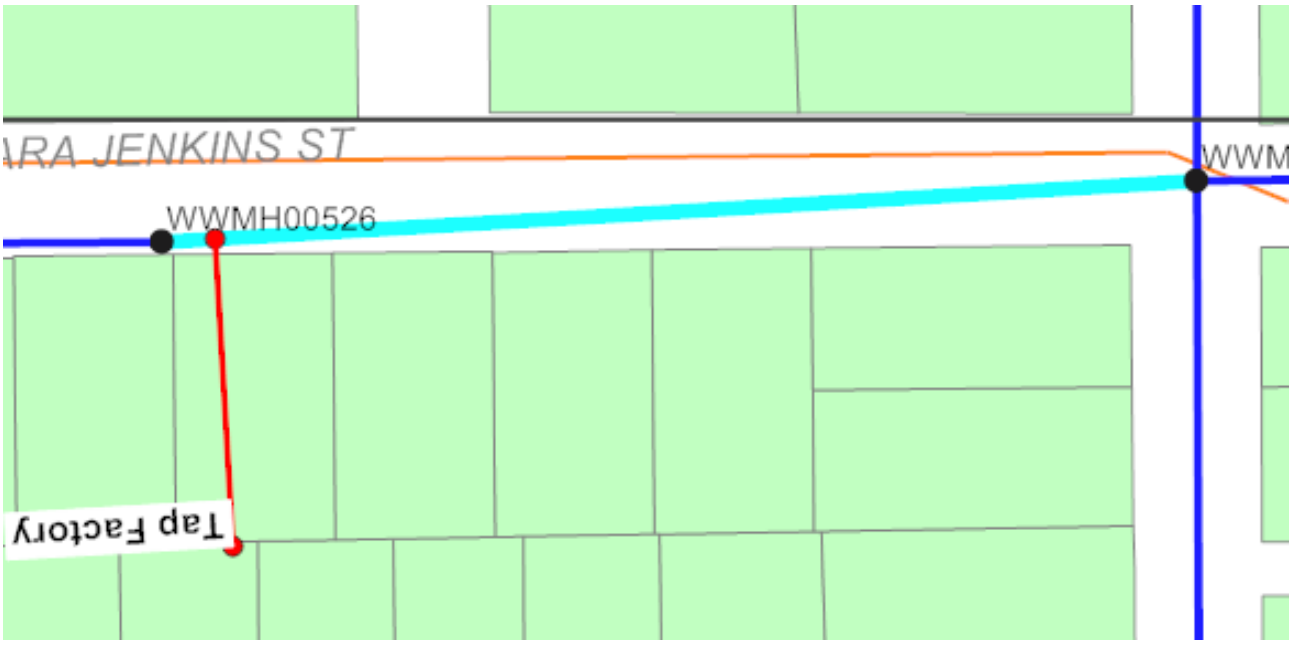
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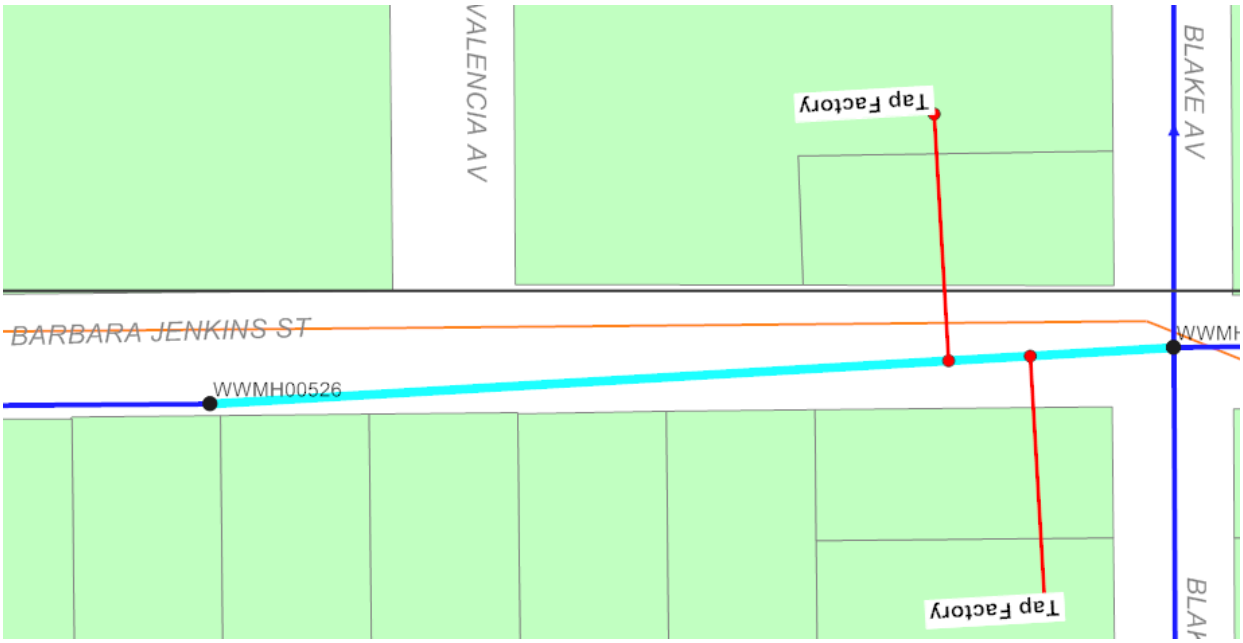
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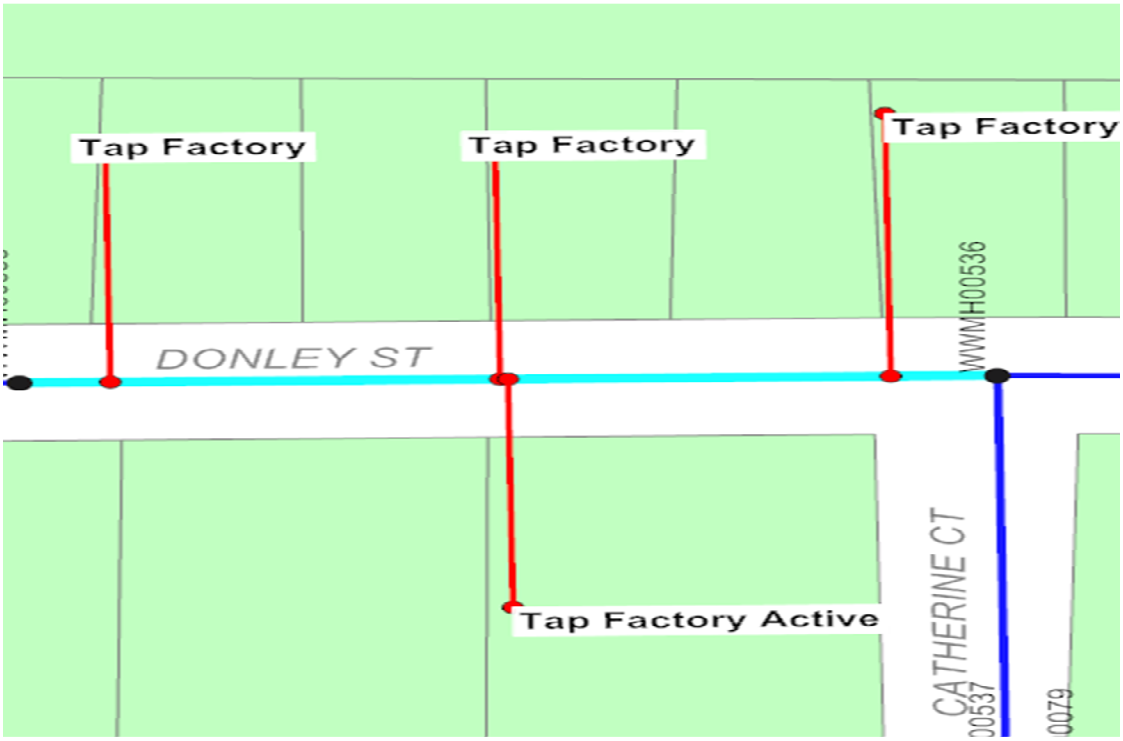
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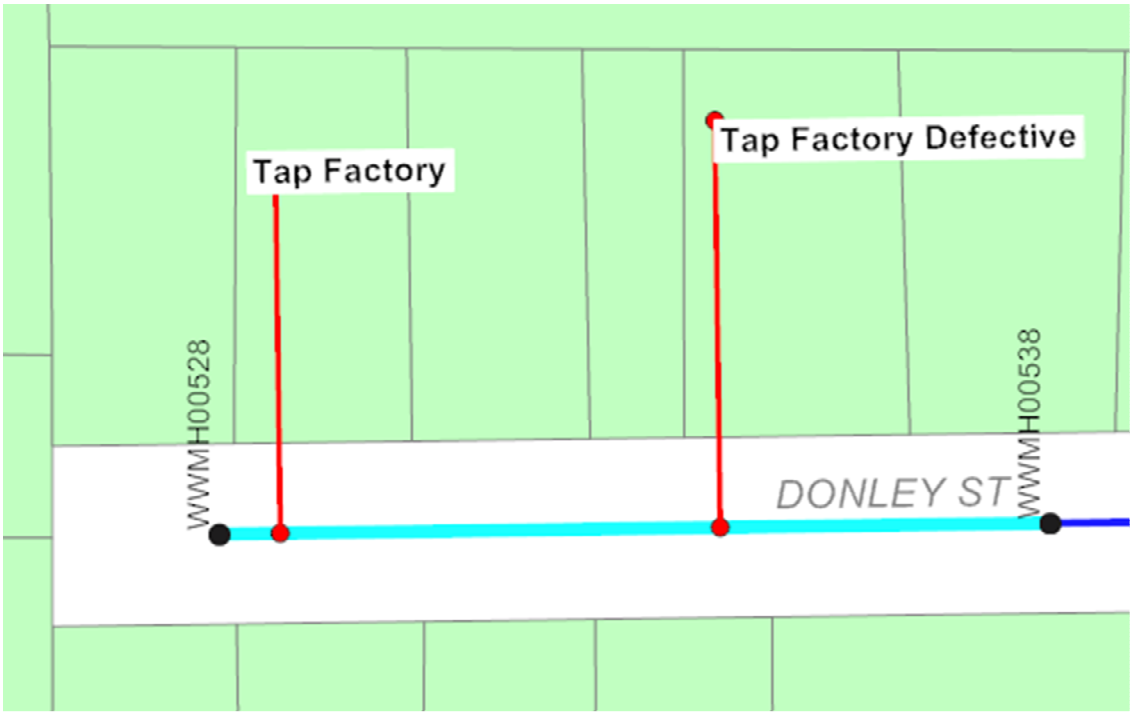
Segment No. 23: MH00836_MH00526 (downstream)



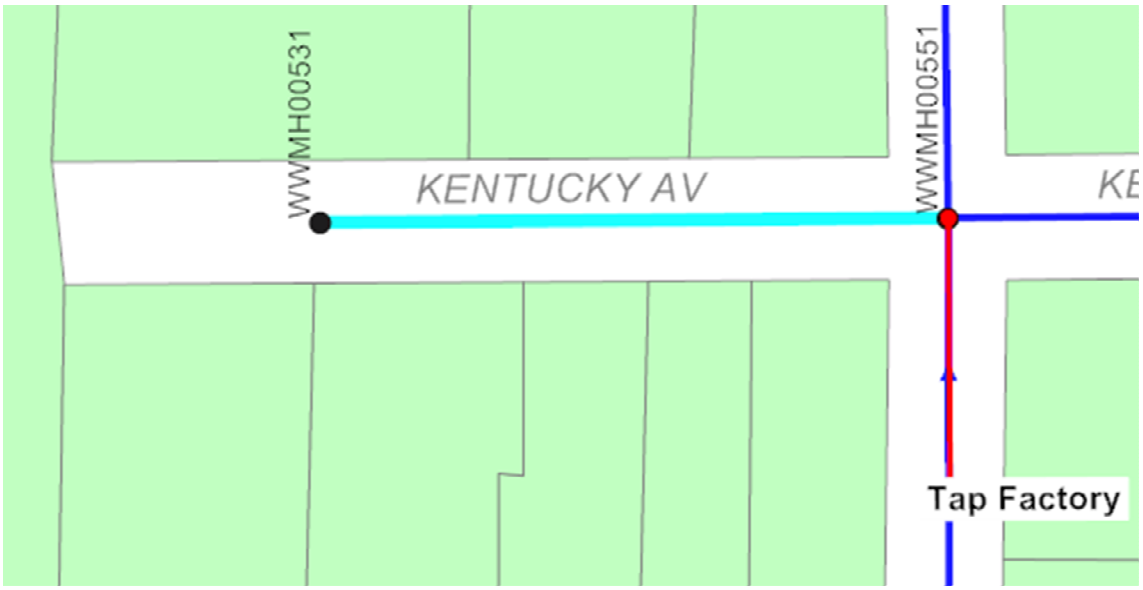
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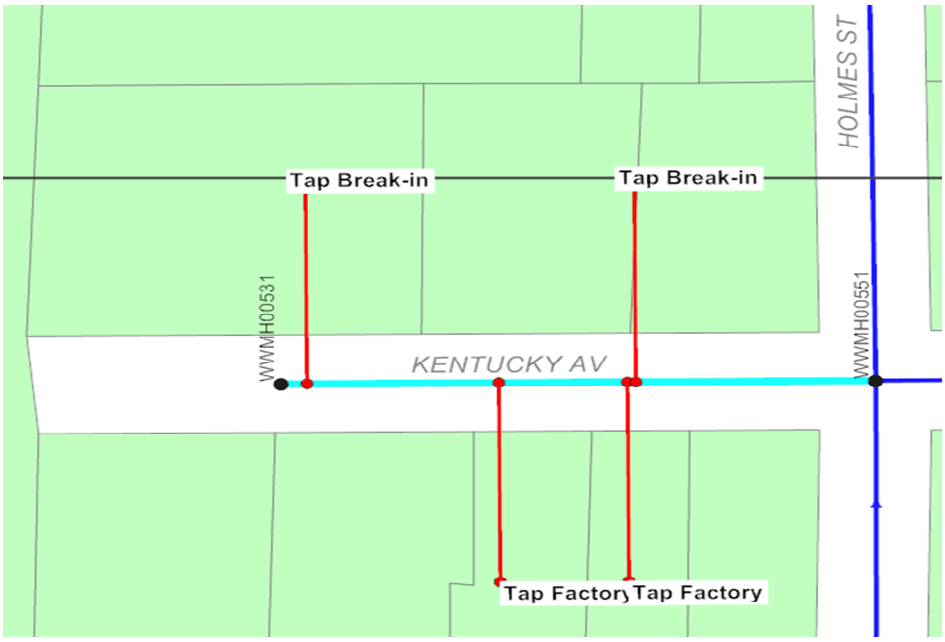
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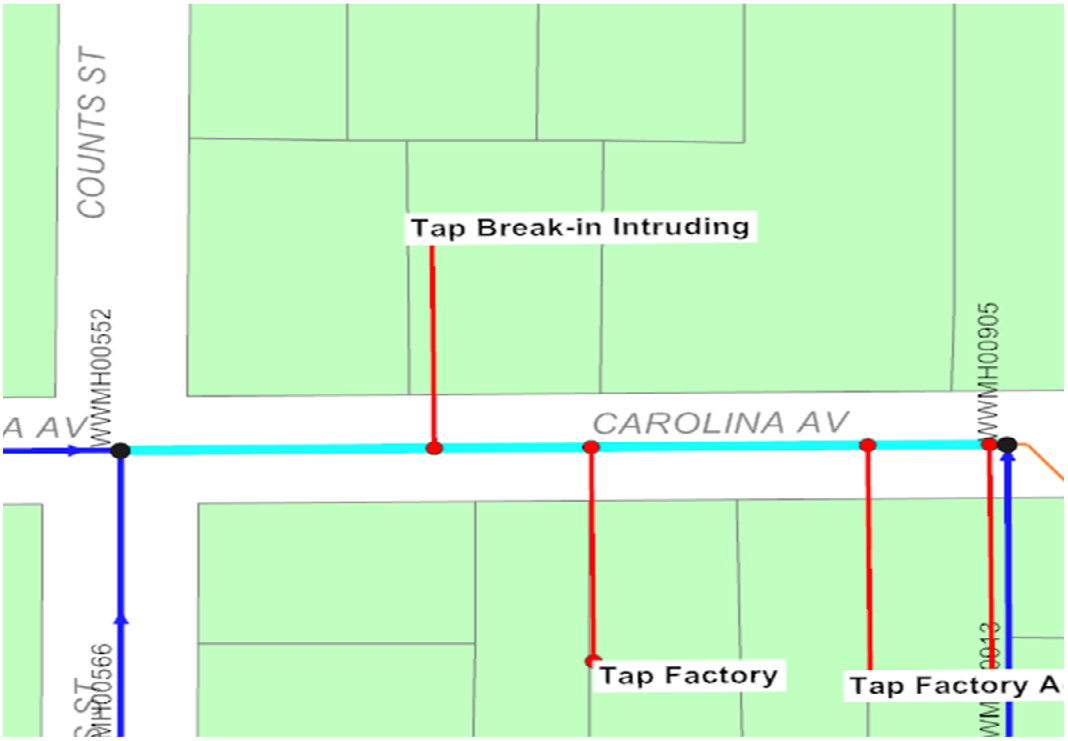
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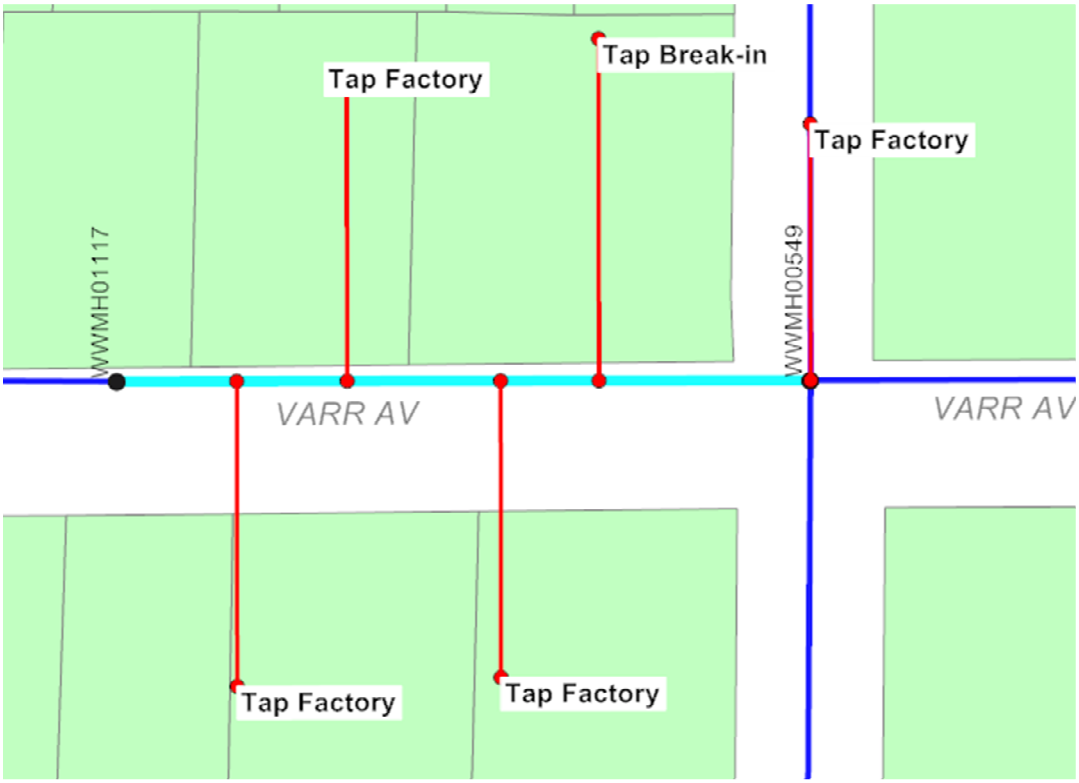
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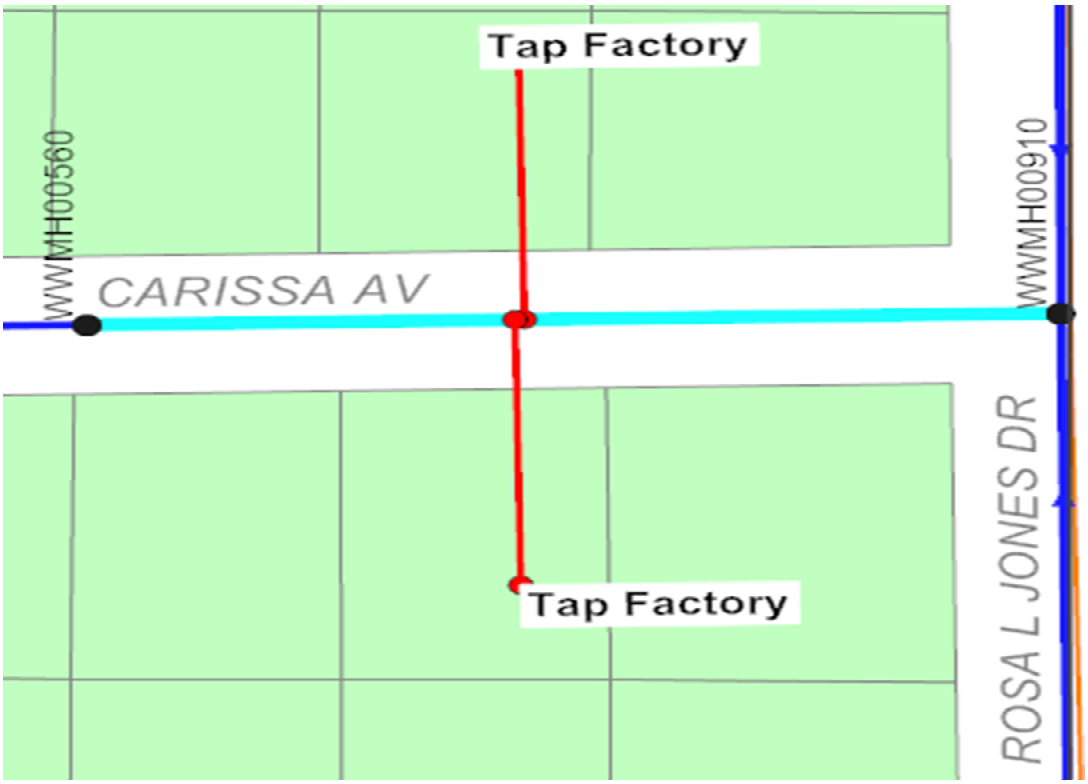
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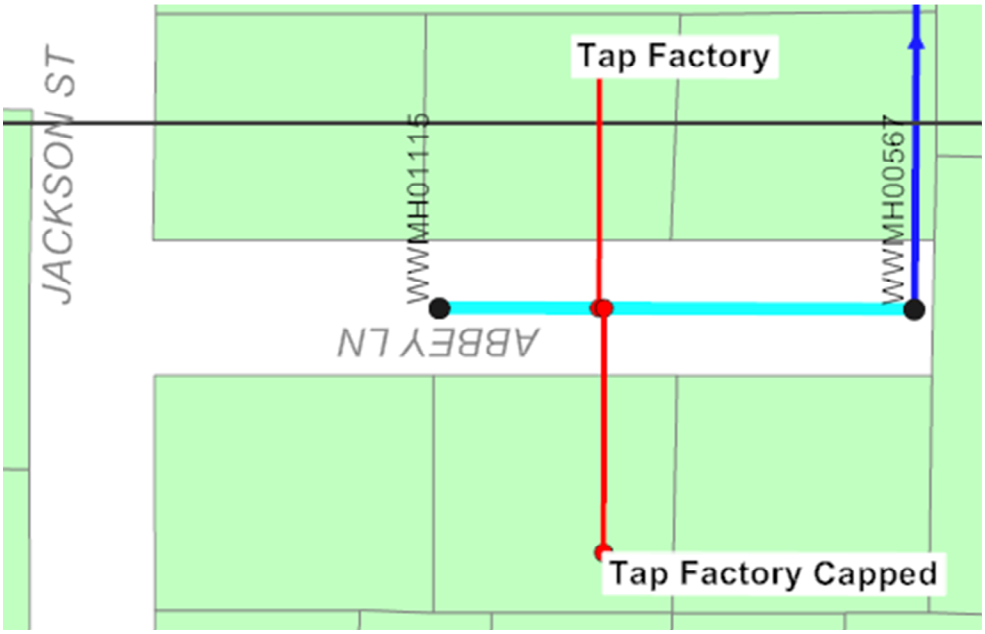
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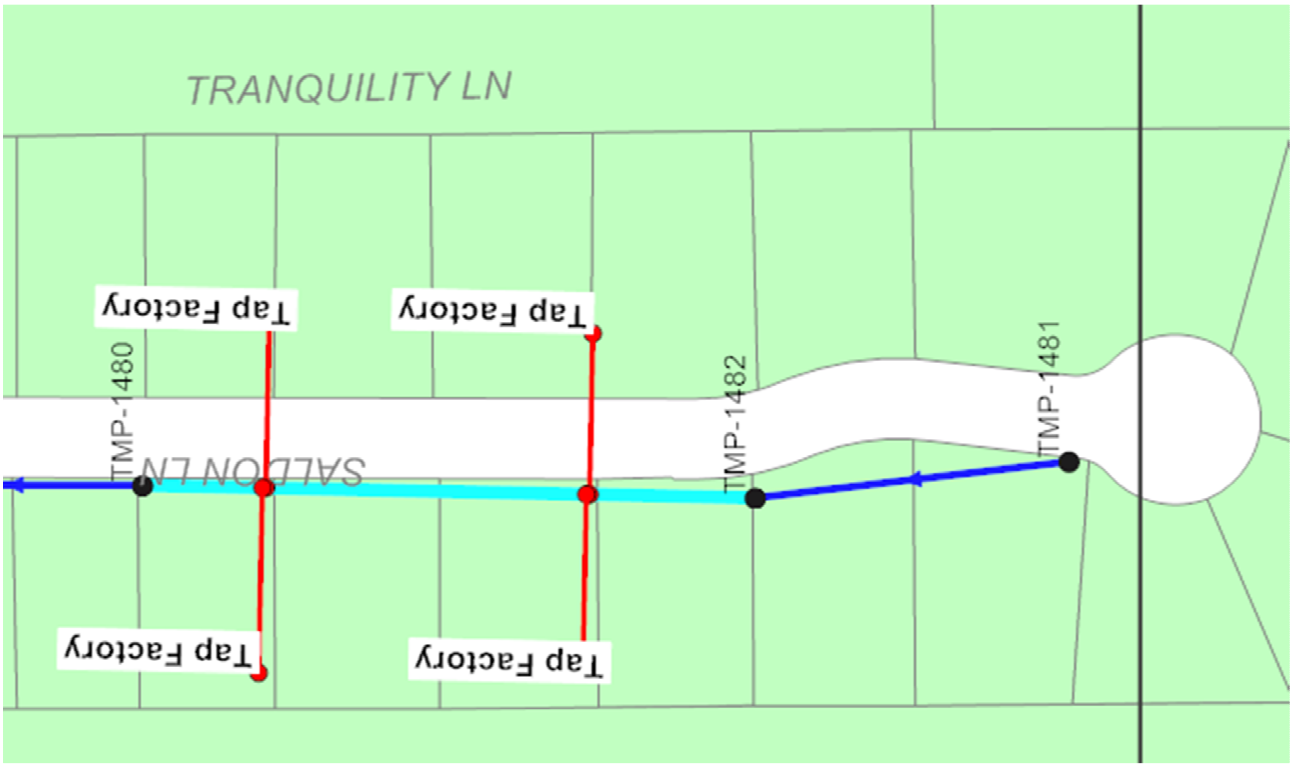
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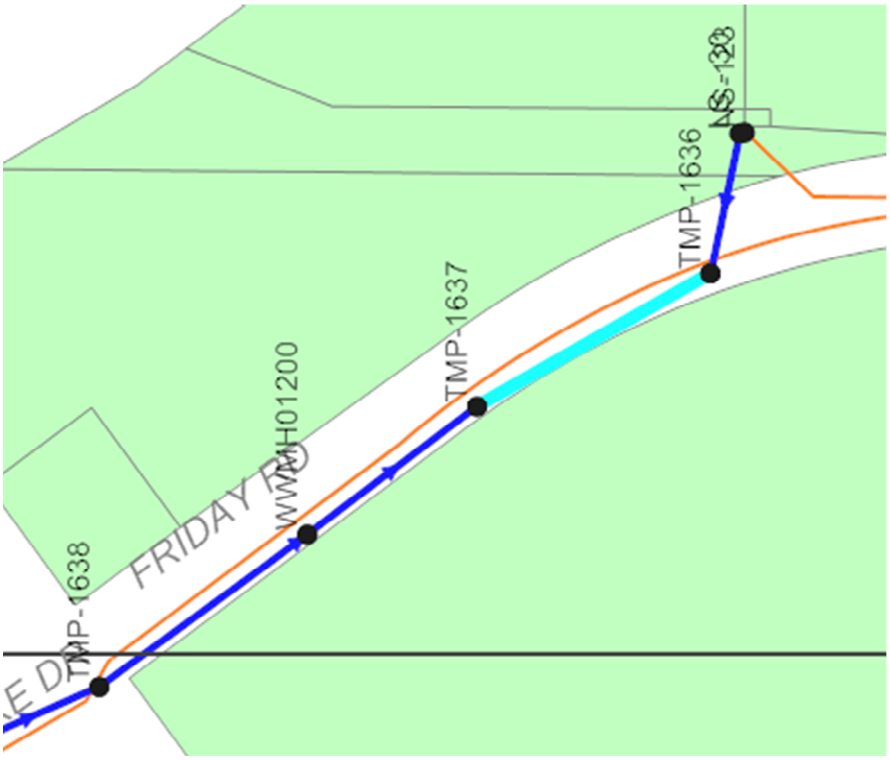
Segment No. 30: MH01115_MH00567



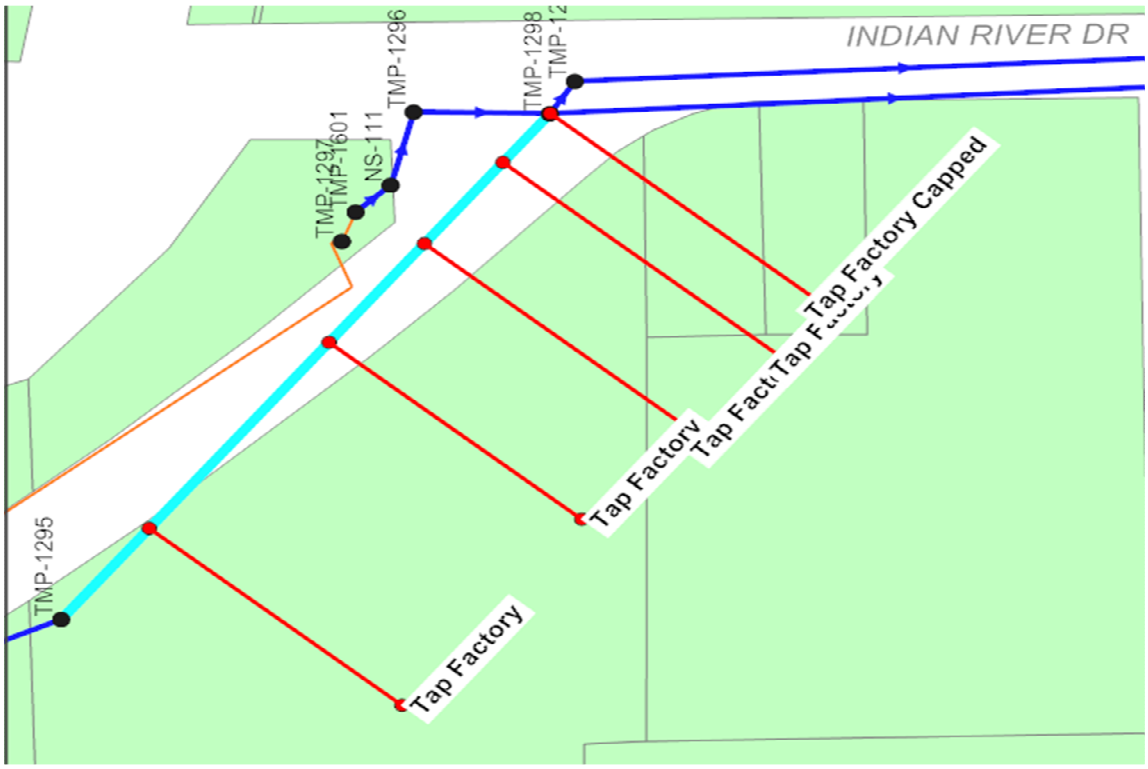
Segment No. 31: TMP-1482_TMP-1480



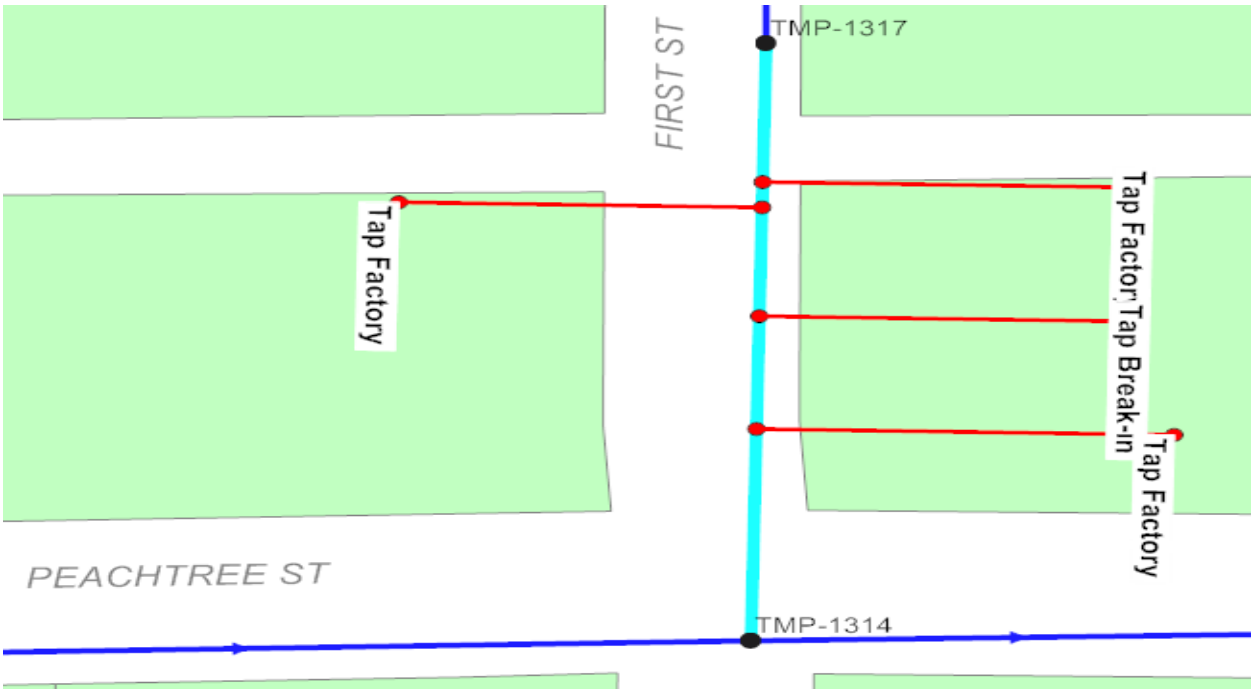
Segment No. 32: TMP-1637_TMP-1636



Segment No. 33: TMP-1295_TMP-1298



Segment No. 34: TMP-1317_TMP-1314



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

June 23, 2016

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17988 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2016. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2016 to July 7, 2017. This is the ~~4th and final~~ 3rd renewal for the above referenced contract.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City.

Please return the signed letter to the Purchasing Agent, Joanne Flick, at the address above.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: Diane Partridge
Signature

Printed Name: Diane Partridge Date: 6/29/16
Title: ~~Contracting & Attesting Officer~~

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 6-23-16

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

13 16

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

May 21, 2015

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17999 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2015. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2015 to July 7, 2016.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City, the contract will be renewed for the ~~first~~ second of the four available renewals.

Please return the signed letter to the Purchasing Agent, Joanne Flick, at the address above.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: Diane Partridge
Signature

Printed Name: Diane Partridge Date: June 3, 2015
Title: Contracting & Attesting Officer

Attest: Latitia LaMagna
~~Latitia~~ LaMagna, City Clerk

Date: Letitia June 9, 2015

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

534
17

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

June 19, 2014

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17999 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2014. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2014 to July 7, 2015.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City, the contract will be renewed for the first of the four available renewals.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: Diane Partridge
Signature

Printed Name: Diane Partridge Date: 7/1/14
Title: Contracting & Attesting Officer

Attest: Jennifer L. Thomas
Jennifer L. Thomas, City Clerk

Date: July 8, 2014

Approved as to legal form:

By:
Marie Hartman, City Attorney

RESOLUTION NO. 13-168

A RESOLUTION APPROVING A CONTRACT WITH INSITUFORM TECHNOLOGIES, INC., FOR CONTINUING CURED-IN-PLACE PIPE (CIPP) REHABILITATION SERVICES FOR A TERM OF ONE YEAR WITH FOUR ONE-YEAR RENEWAL OPTIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH INSITUFORM TECHNOLOGIES, INC.; AUTHORIZING THE EXPENDITURE OF AN AMOUNT UP TO $374,000 FOR WORK UNDER THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXERCISE THE RENEWAL OPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Proposals for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Service; and

WHEREAS, the City Manager or his designee has reviewed proposals submitted for the services; and

WHEREAS, the Interim Utilities Director recommends acceptance of the proposal submitted by Insituform Technologies, Inc.; and

WHEREAS, the Chief Financial Officer has submitted a Sufficiency of Funds Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The proposal submitted by Insituform Technologies, Inc., for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Services for a term of one year with four one-year options to renew is hereby accepted.

CIPP TERM SERVICES CONTRACT
0113-1010

The Parties to this Term Services Contract (hereinafter, this "Contract") are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows, effective upon the first date on which both Parties have signed as referenced below (the "Effective Date"):

Section 1 Scope of Services. CONTRACTOR will provide Cured-in-Place Pipe Rehabilitation services as further described in the Scope of Work, attached hereto and incorporated herein as Exhibit A, to the CITY from time to time at the direction of the CITY during the Term of this Contract.

Unless approved in advance by a change order properly issued in accordance with applicable CITY ordinances and policies, CONTRACTOR shall not be compensated for the performance of any services not described in Exhibit A.

Performance by the CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

Section 2. Term; Renewal. The Term of this Contract is one year, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The Parties may by mutual agreement extend the Contract for up to four Terms of one year each.

Section 3. Work Authorizations. This Contract, in and of itself, does not require the CONTRACTOR to perform any Work or provide payment for Work performed by the CONTRACTOR. No Work will be performed under this Contract, and no payment obligation will arise for performance of such Work, except when specifically authorized by a work authorization issued by the CITY in accordance with this Contract and the CITY's procurement policies.

For purposes herein, a work authorization is an agreed-upon document describing the specific Project to be performed, the estimated Project Sum, Project Time, and any additional terms and conditions that the CITY may provide, such as whether the City will require retainge from progress payments, consistent with the terms and conditions of this Contract. A work authorization may be in the form of a mutually executed contract document, or may consist of a CITY-issued purchase order that accepts and incorporates by reference CONTRACTOR's dated, signed written quotation.

Section 4. Compensation. Subject to the terms herein, the not to exceed Project Sum will be set forth in each work authorization, and will be based on the Unit Price Schedule, attached hereto and incorporated herein as Exhibit B. In each instance the Project Sum represents the CONTRACTOR's sole compensation from the CITY for performance of the Work described in the work authorization. The CITY has the right to require retainage of the Project Sum.

Exhibit B includes a procedure and criteria for adjusting the Unit Prices described therein.

Section 5. Payment and Performance Bonds. The CONTRACTOR will provide payment and performance bonds for any specific work authorization, the cost of which equals or exceeds $100,000. In each instance, these bonds will equal 100% of the cost of the work referenced in the work authorization.

The surety company executing the bonds must be authorized to do business in the State of Florida, and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the CITY and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, the CONTRACTOR may provide an alternative form of security as specified in F.S. § 255.05(7) upon the CITY's approval.

Any bonds used to comply with this Section must be in the form provided by the CITY; and prior to commencing construction pursuant to a specific work authorization the successful bidder must have the bonds fully executed and recorded and provide the CITY certified copies must of the recorded documents.

Section 6. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, and agents, including subcontractors, suppliers, and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

The CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, the CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien.

Section 7. Insurance.

(a) **Required Insurance.** The CONTRACTOR shall purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

(b) Subcontractors' Insurance. Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above.

(c) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

> "In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:
>
> Risk Manager
> The City of Daytona Beach
> P.O. Box 2451
> Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(d) Cancellation and Replacement. The CONTRACTOR shall file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to the acceptance of the work by the CITY. If such insurance terminates without CONTRACTOR's prior knowledge, CONTRACTOR shall notify the CITY Immediately upon becoming aware of such termination. CONTRACTOR shall send written notice to the Risk Manager at the address above.

The CITY reserves the right to suspend CONTRACTOR's work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

(e) Termination of Insurance. The CONTRACTOR will not cancel required insurance until all work is completed and accepted by the CITY, and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(f) Risk Manager. All references herein to the "Risk Manager" shall mean the Risk Manager for the CITY or the Risk Manager's designee.

(g) Liabilities not limited. The liabilities of the CONTRACTOR under this Contract will not be reduced or otherwise limited by the types or limits in insurance required herein, by the existence of such insurance, or by any expiration or termination of required insurance.

Section 8. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Shannon Ponitz, PE
Utilities Engineering Manager
125 Basin Street, Suite 130
Daytona Beach, FL 32114-5090

To CONTRACTOR:

Diane Partridge
Contracting & Attesting Officer
17999 Edison Avenue
Chesterfield, MO 63005

Either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 9. Contract Documents. This Contract incorporates the following Exhibits, in addition to each work authorization (hereinafter collectively, the "Contract" or "Contract Documents"):

Exhibit A - Scope of Work
Exhibit B - Unit Price Schedule
Exhibit C - General Conditions
Exhibit D - CITY's RFP and CONTRACTOR's proposal

Exhibits A through C are attached; Exhibit D is not attached but will remain on file in the Office of the City Clerk for the City.

In case of conflicts between this Contract and any of the Exhibits, this Contract will govern, In case of conflict among the Exhibits, they will have the priority in which they are listed above.

The Contract Documents are intended to include all information necessary for CONTRACTOR's proper prosecution and timely completion of the Work for each Project authorized. CONTRACTOR will prosecute the Work as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

Section 10. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment will be permitted without the CITY's written approval. No subcontracting of the CIIP lining will be permitted without the CITY's written approval. As a condition of granting approval in either instance, the CITY reserves the right, to impose PROGRESS PAYMENT AND retainage requirements on all payments that may come due after the date of approval. In such instance, retainage will be governed by the General Conditions.

(c) Limitation on Waivers. Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. In case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: _____
Derrick L Henry, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

Date: July 17, 2013

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

CONTRACTOR

By: _____

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

Date: June 12, 2013

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

   Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 22nd day of February, 2013.

INSITUFORM TECHNOLOGIES, LLC

By: Tod O'Donoghue

Tod O'Donoghue
Assistant Secretary

EXHIBIT A: Scope of Services

I. General

The Scope of Work is professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional experienced advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

Standard lining products are intended to have a 50-year design life and in order to minimize CITY's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially viable and acceptable to the CITY.

For a product to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability. In addition, at least 300,000 linear feet of 8" through 18" and 300,000 linear feet larger than 18" of the product shall have been in successful sanitary sewer service within the State of Florida for a minimum of five (5) years. Also, a minimum of 900,000 linear feet of successful stormwater main

system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability and at least 300,000 linear feet (15" or larger) of the product shall have been in successful stormwater service within the State of Florida for a minimum of five (5) years.

CONTRACTOR shall provide a reference list with the proposal to document this requirement. Reference list shall include name/address of company/municipality within the State of Florida; contact name; telephone number; and date of installation. If the CONTRACTOR has installed the product for the CITY, the CONTRACTOR must include the CITY as a reference. References for product use in coastal communities are preferred.

IV. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

V. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CITY requires that the CONTRACTOR use potable water from the CITY for the project. A construction hydrant water meter must be obtained and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VI. CONTRACTOR Responsibilities

A. Backflow Prevention: The CITY requires that an approved backflow prevention device be properly installed in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal

vehicles are to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services. The CONTRACTOR shall be certified in confined space entry and traffic control per OSHA requirements.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of stormwater main and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping. The cost for traffic control will be included in the overall cost of the project.

H. TV & Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. A video and suitable log shall be kept for later reference by the CITY. Post-construction inspection and video DVD and log shall be performed by the CONTRACTOR and submitted to the CITY. All video inspection shall be witnessed by a CITY representative as it is being performed.

I. Manhole/Liner Interface: It shall be the responsibility of the CONTRACTOR to make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. This will be accomplished from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall have the capability of performing services which include televised inspection, data collection, system flow analysis, and pipeline reconstruction.

L. Safety and Worksite Control: The CONTRACTOR shall provide services that include

safety measures for both their workers and the public. The CONTRACTOR shall be completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. All precautions shall be taken by the selected CONTRACTOR to protect the workers, public and CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR shall be responsible for the disposal of all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. CITY shall approve all waste material disposal schedules. The selected CONTRACTOR shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR shall be responsible for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. Backflow Prevention / TV Inspection Report: The CONTRACTOR shall prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CITY will be advised of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

VII. CONTRACTOR / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. All on-site employees shall have current confined space entry certification.
3. Any CONTRACTOR or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol will not be allowed to stay at the work site. CONTRACTOR shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the CITY.
4. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
5. Any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment shall be corrected by the

CONTRACTOR in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will have an appearance that is neat and clean.

2. CONTRACTOR and sub-contractor employees shall, at minimum, wear a work shirt identifying their company name.

3. Licenses/Permits: It shall be the responsibility of the CONTRACTOR to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

VIII. Scope of Work General Stormwater and Sanitary Sewer Main Lining

Oval stormwater mains shall be compensated for at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. Cleaning experience in coastal community systems is preferred. A CONTRACTOR conducting cleaning operations on existing stormwater main and sewer lines shall have four (4) years experience in cleaning existing stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years. The CONTRACTOR conducting cleaning operations on new stormwater main and sewer lines shall have four (4) years cleaning experience in cleaning new stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years

2. Submittals:

a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned.

b. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

B. **Products:** The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds for removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism

properly sized. All electrical drops required by the CONTRACTOR shall be arranged by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable will be borne by the CONTRACTOR's.

5. Water Metering Requirements: The CITY shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. Only potable water shall be used for this work.

C. **Execution:**

1. General: It is the intent of these specifications to provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated stormwater main and/or sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the condition of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the CITY. Cleaning of stormwater main or sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning of sections upstream shall be allowed.

2. Site Visit:

   a. The CONTRACTOR shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.
   b. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. **Hydraulic Cleaning Methodology:**

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the

necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the stormwater main or sewer line. Satisfactory precautions shall be taken to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used, precautions shall be taken to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. **Mechanical Cleaning Methodology:**

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved in writing by the CITY, or as described above.

F. **Special Cleaning Requirements for Cast Iron Pipe:** After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the CONTRACTOR may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The

CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. **Sanitary Sewer Manhole Modifications:** Any modifications to manholes to facilitate cleaning shall be the CONTRACTOR's responsibility and shall be subject to written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. **Material Removal and Cleanup:**

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the CITY.

2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the CONTRACTOR.

   When chemicals are used to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. **Degree of Cleaning**: All dirt, debris, roots and other solid and liquid materials shall be removed from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. Light cleaning only shall be conducted on all new stormwater main and sanitary sewer main. When by CITY and CONTRACTOR prior inspection and agreement it is determined that extraordinary work and materials are required for the CONTRACTOR to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included as an increase in the quantity used for the cleaning item. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

1. Light Cleaning: The removal of ¼ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

2. Medium Cleaning: The removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

3. Heavy Cleaning: The removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item

J. **Manhole Clean-up**: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. Debris Disposal: All debris removed from the stormwater system and sanitary sewer system shall be disposed of properly off site in areas provided by the CONTRACTOR and at the expense of the CONTRACTOR. Transportation of debris or other material by the CONTRACTOR shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the CONTRACTOR shall be responsible for cleaning up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

K. **Restoration:** The CONTRACTOR shall be responsible for damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

L. **Additional Cleaning:** Should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required; the CONTRACTOR shall re-clean the line at no additional expense to the CITY. Any additional video inspection or re-setup of video equipment required due to re-cleaning shall be at no additional expense to the CITY.

M. **Pre- and Post-Work Inspections**

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work, the stormwater main or sewer lines shall be videoed under the direct supervision of a CITY representative. A CITY representative must be on site during the entire inspection procedure period. If video inspection is performed without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. One (1) copy of the DVD video and associated video logs shall be submitted to the CITY prior to scheduling the post-cleaning and final inspections. If defects or problems are observed on the video, CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair. All work involved with repair or to correct the noted deficiencies shall be at no cost to the CITY.

Television inspection is mandatory and required to be provided by the CONTRACTOR on all stormwater main and sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the CITY at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be

deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

N. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "DESIGN Standards for Design , Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. All work, materials and costs required for completed traffic control shall be included in the unit cost of the traffic control pay items in the pricing sheet.

O. Locates

CONTRACTOR is responsible for all utility locates.

P. **Isolation and Bypass Operations**

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

    a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

    b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

    c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

    d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed. The pumped storm water shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. After the work is completed, flow shall be returned to the stormwater mains and all temporary equipment removed.

3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:

   a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels

   b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

   c. Check the integrity of hoses and couplings along the entire bypass/diversion system.

   d. Monitor lubrication levels and top off as necessary

   e. Facilitate minor repairs as required

   f. Report to CITY on problems arising.

4. The CONTRACTOR shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. In the event of accidental overflow or spillage, the CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage. The CITY shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

   Should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR is deemed to be entirely responsible, the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

7. The level of noise emitted from pumps must be within local regulations/ordinance parameters

Q. Work Integration

1. Hours of Operation: All work will be conducted during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be absorbed by the CONTRACTOR.

2. Work Coordination: All work shall be coordinated between a single point of contact for the CONTRACTOR and the CITY designated project manager. Discussion of structure conditions will be conducted before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. It shall be the responsibility of the CONTRACTOR to notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

R. Work Product Submittals

1. Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than two weeks prior to execution of the work. The CONTRACTOR is not to mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

S. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

T. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the CONTRACTOR is based on an annual prioritized

list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. Monthly invoices shall be coordinated with the CITY inspector for review and agreement then submitted to the CITY project manager for final acceptance and processing of payment.

U. Mobilization: Mobilization charges shall include movement of equipment and material to the site and other costs not included as a separate line item to commence work on a work authorization.

EXHIBIT B: UNIT PRICE SCHEDULE

Subject to the cost adjustment provisions at the end of the following Tables, and adjustments authorized in Exhibit C, the CONTRACTOR will be paid based on completion of work at the unit prices set forth in the Tables.

	Description	Est. Qty.	Unit	Unit Cost
	CIPP Rehabilitation – Sanitary Sewer Mains			
A	**8" diameter**	**20,000**		
A-1	6.0 mm normal thickness (.236")	1	LF	$23.80
A-2	7.5 mm normal thickness (.295")	1	LF	$25.80
A-3	9.0 mm normal thickness (.354")	1	LF	$27.00
B	**10" diameter**	**1,200**		
B-1	6.0 mm normal thickness (.236")	1	LF	$27.60
B-2	7.5 mm normal thickness (.295")	1	LF	$29.90
B-3	9.0 mm normal thickness (.354")	1	LF	$30.00
c	**12" diameter**	**1,400**		
C-1	6.0 mm normal thickness (.236")	1	LF	$30.50
C-2	7.5 mm normal thickness (.295")	1	LF	$33.00
C-3	9.0 mm normal thickness (.354")	1	LF	$39.30
D	**15" diameter**	**1,400**		
D-1	6.0 mm normal thickness (.236")	1	LF	$39.20
D-2	7.5 mm normal thickness (.295")	1	LF	$42.00
D-3	9.0 mm normal thickness (.354")	1	LF	$48.90
E	**18" diameter**	**1,400**		
E-1	6.0 mm normal thickness (.236")	1	LF	$42.00
E-2	7.5 mm normal thickness (.0295")	1	LF	$47.00
E-3	9.0 mm normal thickness (.354")	1	LF	$53.00
E-4	10.5 mm normal thickness (.413")	1	LF	$59.00
F	**21" diameter**	**1,400**		
F-1	6.0 mm normal thickness (.236")	1	LF	$44.00
F-2	7.5 mm normal thickness (.295")	1	LF	$48.00
F-3	9.0 mm normal thickness (.354")	1	LF	$64.00
F-4	10.5 mm normal thickness (.413")	1	LF	$73.10
F-5	12.0 mm normal thickness (.472")	1	LF	$78.70
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	$3.20
G	**24" diameter**	**1,400**		
G-1	9.0 mm normal thickness (.354")	1	LF	$72.00
G-2	10.5 mm normal thickness (.413")	1	LF	$82.40
G-3	12.0 mm normal thickness (.472")	1	LF	$89.70
G-4	13.5 mm normal thickness (.531")	1	LF	$94.60
G-5	15.0 mm normal thickness (.591")	1	LF	$99.80
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$3.60

	Description	Est. Qty.	Unit	Unit Cost
H	**27" diameter**	**400**		
H-1	9.0 mm normal thickness (.354")	1	LF	$74.00
H-2	10.5 mm normal thickness (.413")	1	LF	$89.50
H-3	12.0 mm normal thickness(.472")	1	LF	$97.60
H-4	13.5 mm normal thickness (.531")	1	LF	$103.80
H-5	15.0 mm normal thickness (.591")	1	LF	$109.90
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.00
I	**30" diameter**	**500**		
I-1	9.0 mm normal thickness (.354")	1	LF	$76.00
I-2	10.5 mm normal thickness (.413")	1	LF	$96.00
I-3	12.0 mm normal thickness (.472")	1	LF	$99.00
I-4	13.5 mm normal thickness (.531")	1	LF	$110.00
I-5	15.0 mm normal thickness (.591")	1	LF	$115.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.60
J	**36" diameter**	**500**		
J-1	10.5 mm normal thickness (.413")	1	LF	$90.00
J-2	12.0 mm normal thickness (.472")	1	LF	$134.80
J-3	13.5 mm normal thickness (.531")	1	LF	$143.10
J-4	15.0 mm normal thickness (.591")	1	LF	$150.80
J-5	16.5 mm normal thickness (.650")	1	LF	$157.50
J-6	18.0 mm normal thickness (.709")	1	LF	$166.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$5.10
K	**42" diameter**	**500**		
K-1	10.5 mm normal thickness (.413")	1	LF	$147.70
K-2	12.0 mm normal thickness (.472")	1	LF	$159.20
K-3	13.5 mm normal thickness (.531")	1	LF	$167.80
K-4	15.0 mm normal thickness (.591")	1	LF	$176.50
K-5	16.5 mm normal thickness (.650")	1	LF	$185.30
K-6	18.0 mm normal thickness (.709")	1	LF	$192.80
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$6.30

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection - Sanitary Sewer Mains			
L	**Light Cleaning and Inspection**	1	LF	
L-1	8" – 12" diameter	1	LF	$1.40
L-2	14" – 18" diameter	1	LF	$2.50
L-3	20" – 24" diameter	1	LF	$3.50
L-4	27" – 42" diameter	1	LF	$4.50

L-5	48" – 72" diameter	1	LF	$7.70
M	**Medium Cleaning**			
M-1	8" – 12" diameter	1	LF	$1.50
M-2	14" – 18" diameter	1	LF	$2.60
M-3	20" – 24" diameter	1	LF	$3.80
M-4	27" – 42" diameter	1	LF	$4.80
M-5	48" – 72" diameter	1	LF	$9.70
N	**Heavy Cleaning**			
N-1	8" – 12" diameter	1	LF	$1.60
N-2	14" – 18" diameter	1	LF	$2.70
N-3	20" – 24" diameter	1	LF	$3.90
N-4	27" – 42" diameter	1	LF	$6.10
N-5	48" – 72" diameter	1	LF	$12.20
		1	LF	
O	**Root Removal**			
O-1	8" – 12" diameter	1	LF	$3.20
O-2	14" – 18" diameter	1	LF	$3.20
O-3	20" – 24" diameter	1	LF	$4.20
O-4	27" – 42" diameter	1	LF	$8.50
O-5	48" – 72" diameter	1	LF	$10.60
		1	LF	
P	**Tuberculation Cleaning**			
P-1	8" – 12" diameter	1	LF	$18.00
P-2	14" – 18" diameter	1	LF	$24.00
P-3	20" – 24" diameter	1	LF	$26.60
P-4	27" – 42" diameter	1	LF	$31.90
P-5	48" – 72" diameter	1	LF	$44.60

	Description	Est. Qty.	Unit	Unit Cost
	CIPP Rehabilitation - Stormwater Mains			
M	**8" diameter**	**500**		
M-1	6.0 mm normal thickness (.236")	1	LF	$30.00
N	**10" diameter**	**800**		
N-1	6.0 mm normal thickness (.236")	1	LF	$32.00
N-2	7.5 mm normal thickness (.295")	1	LF	$35.50
O	**12" diameter**	**1,500**	LF	
O-1	6.0 mm normal thickness (.236")	1	LF	$40.00
O-2	7.5 mm normal thickness (.295")	1	LF	$43.00
P	**15" diameter**	**3,500**		
P-1	6.0 mm normal thickness (.236")	1	LF	$55.00

P-2	7.5 mm normal thickness (.295")	1	LF	$68.00
P-3	9.0 mm normal thickness (.354")	1	LF	$72.00
P-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	1	LF	$0.00
Q	**18" diameter**	**5,000**		
Q-1	6.0 mm normal thickness (.236")	1	LF	$61.50
Q-2	7.5 mm normal thickness (.295")	1	LF	$65.00
Q-3	9.0 mm normal thickness (.354")	1	LF	$75.80
Q-4	10.5 mm normal thickness (.413")	1	LF	$79.15
Q-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	1	LF	$3.10
R	**21" diameter**	**1,100**		
R-1	6.0 mm normal thickness (.236")	1	LF	$61.75
R-2	7.5 mm normal thickness (.295")	1	LF	$74.30
R-3	9.0 mm normal thickness (.354")	1	LF	$85.70
R-4	10.5 mm normal thickness (.413")	1	LF	$91.30
R-5	12.0 mm normal thickness (.472")	1	LF	$99.10
R-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	$3.20
S	**24" diameter**	**3,500**		
S-1	9.0 mm normal thickness (.354")	1	LF	$95.75
S-2	10.5 mm normal thickness (.413")	1	LF	$101.20
S-3	12.0 mm normal thickness (.472")	1	LF	$110.00
S-4	13.5 mm normal thickness (.531")	1	LF	$115.00
S-5	15.0 mm normal thickness (.591")	1	LF	$120.75
S-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$3.60
T	**27" diameter**	**1,100**		
T-1	9.0 mm normal thickness (.354")	1	LF	$101.27
T-2	10.5 mm normal thickness (.413")	1	LF	$107.55
T-3	12.0 mm normal thickness (.472")	1	LF	$117.90
T-4	13.5 mm normal thickness (.531")	1	LF	$124.00
T-5	15.0 mm normal thickness (.591")	1	LF	$130.00
T-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.00

	Description	Est. Qty.	Unit	Unit Cost
U	**30" diameter**	**3,000**		
U-1	9.0 mm normal thickness (.354")	1	LF	$102.50
U-2	10.5 mm normal thickness (.413")	1	LF	$107.50
U-3	12.0 mm normal thickness (.472")	1	LF	$113.50
U-4	13.5 mm normal thickness (.531")	1	LF	$120.50
U-5	15.0 mm normal thickness (.591")	1	LF	$128.50

	Description	Est. Qty.	Unit	Unit Cost
U-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.60
V	**36" diameter**	**2,500**		
V-1	10.5 mm normal thickness (.413")	1	LF	$108.00
V-2	12.0 mm normal thickness (.472")	1	LF	$151.50
V-3	13.5 mm normal thickness (.531")	1	LF	$159.90
V-4	15.0 mm normal thickness (.591")	1	LF	$167.80
V-5	16.5 mm normal thickness (.650")	1	LF	$174.60
V-6	18.0 mm normal thickness (.709")	1	LF	$183.30
V-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$5.10
W	**42" diameter**	**1,500**		
W-1	10.5 mm normal thickness (.413")	1	LF	$120.00
W-2	12.0 mm normal thickness (.472")	1	LF	$140.00
W-3	13.5 mm normal thickness (.531")	1	LF	$185.50
W-4	15.0 mm normal thickness (.591")	1	LF	$194.30
W-5	16.5 mm normal thickness (.650")	1	LF	$203.20
W-6	18.0 mm normal thickness (.709")	1	LF	$210.90
W-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$6.30
X	**48" diameter**	**1,200**		
X-1	12.0 mm normal thickness (.472")	1	LF	$150.00
X-2	13.5 mm normal thickness (.531")	1	LF	$160.00
X-3	15.0 mm normal thickness (.591")	1	LF	$224.60
X-4	16.5 mm normal thickness (.650")	1	LF	$234.80
X-5	18.0 mm normal thickness (.709")	1	LF	$243.80
X-6	19.5 mm normal thickness (.768")	1	LF	$261.10
X-7	21.0 mm normal thickness (.827")	1	LF	$269.80
X-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	1	LF	$8.00
Y	**52" diameter**	**300**		
Y-1	10.5 mm normal thickness (.413")	1	LF	$145.00
Y-2	12.0 mm normal thickness (.472")	1	LF	$155.00
Y-3	13.5 mm normal thickness (.531")	1	LF	$165.00
Y-4	15.0 mm normal thickness (.591")	1	LF	$210.00
Y-5	16.5 mm normal thickness (.650")	1	LF	$220.00
Y-6	18.0 mm normal thickness (.709")	1	LF	$240.00
Y-7	19.5 mm normal thickness (.768")	1	LF	$278.50
Y-8	21.0 mm normal thickness (.827")	1	LF	$289.60
Y-9	22.5 mm normal thickness (.886")	1	LF	$301.50
Y-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$8.10

	Description	Est. Qty.	Unit	Unit Cost
Z	**54" diameter**	**300**		
Z-1	10.5 mm normal thickness (.413")	1	LF	$150.00
Z-2	12.0 mm normal thickness (.472")	1	LF	$160.00
Z-3	13.5 mm normal thickness (.531")	1	LF	$170.00
Z-4	15.0 mm normal thickness (.591")	1	LF	$210.00
Z-5	16.5 mm normal thickness (.650")	1	LF	$215.00
Z-6	18.0 mm normal thickness (.709")	1	LF	$250.00
Z-7	19.5 mm normal thickness (.768")	1	LF	$303.30
Z-8	21.0 mm normal thickness (.827")	1	LF	$315.90
Z-9	22.5 mm normal thickness (.886")	1	LF	$328.40
Z-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$8.20
AA	**60" diameter**	**300**		
AA-1	10.5 mm normal thickness (.413")	1	LF	$200.00
AA-2	12.0 mm normal thickness (.472")	1	LF	$225.00
AA-3	13.5 mm normal thickness (.531")	1	LF	$275.00
AA-4	15.0 mm normal thickness (.591")	1	LF	$300.00
AA-5	16.5 mm normal thickness (.650")	1	LF	$320.00
AA-6	18.0 mm normal thickness (.709")	1	LF	$400.00
AA-7	19.5 mm normal thickness (.768")	1	LF	$448.20
AA-8	21.0 mm normal thickness (.827")	1	LF	$463.00
AA-9	22.5 mm normal thickness (.886")	1	LF	$478.00
AA-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$11.20
BB	**72" diameter**	**300**		
BB-1	10.5 mm normal thickness (.413")	1	LF	$500.10
BB-2	12.0 mm normal thickness (.472")	1	LF	$506.20
BB-3	13.5 mm normal thickness (.531")	1	LF	$519.70
BB-4	15.0 mm normal thickness (.591")	1	LF	$532.80
BB-5	16.5 mm normal thickness (.650")	1	LF	$546.60
BB-6	18.0 mm normal thickness (.709")	1	LF	$680.60
BB-7	19.5 mm normal thickness (.768")	1	LF	$706.30
BB-8	21.0 mm normal thickness (.827")	1	LF	$724.60
BB-9	22.5 mm normal thickness (.886")	1	LF	$739.10
BB-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$12.70

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection -Stormwater Mains			
CC	**Light Cleaning and inspection**			
CC-1	8"- 12" diameter	1	LF	$2.10
CC-2	14" - 18" diameter	1	LF	$2.80
CC-3	20" - 24" diameter	1	LF	$3.50
CC-4	27" - 42" diameter	1	LF	$4.50
CC-5	48" - 72" diameter	1	LF	$7.70
DD	**Medium Cleaning**			
DD-1	8" - 12" diameter	1	LF	$2.40
DD-2	14"- 18" diameter	1	LF	$3.00
DD-3	20" - 24" diameter	1	LF	$3.80
DD-4	27" - 42" diameter	1	LF	$4.80
DD-5	48"- 72" diameter	1	LF	$9.70
EE	**Heavy Cleaning**			
EE-1	8" - 12" diameter	1	LF	$2.50
EE-2	14" - 18" diameter	1	LF	$3.30
EE-3	20" - 24" diameter	1	LF	$3.90
EE-4	27"- 42" diameter	1	LF	$6.10
EE-5	48"- 72" diameter	1	LF	$12.20
FF	**Root Removal**			
FF-1	8" - 12" diameter	1	LF	$3.20
FF-2	14" - 18" diameter	1	LF	$3.20
FF-3	20" - 24" diameter	1	LF	$4.20
FF-4	27" - 42" diameter	1	LF	$12.70
FF-5	48"- 72" diameter	1	LF	$15.90
GG	**Tuberculation Cleaning**			
GG-1	8" - 12" diameter	1	LF	$6.90
GG-2	14" - 18" diameter	1	LF	$8.50
GG-3	20" - 24" diameter	1	LF	$12.70
GG-4	27"- 42" diameter	1	LF	$21.20
GG-5	8" - 72" diameter	1	LF	$31.90
	Ancillary General Services			
	Description	**Est. Qty.**	**Unit**	**Unit Cost**
HH	**By-Pass Pumping**			
HH-1	8" diameter	1	LF	$1.00
HH-2	10" diameter	1	LF	$1.00
HH-3	12" diameter	1	LF	$2.00
HH-4	15" diameter	1	LF	$5.00
HH-5	18" diameter	1	LF	$7.00

	Description	Est. Qty.	Unit	Unit Cost
HH-6	21" diameter	1	LF	$10.00
HH-7	24" diameter	1	LF	$15.00
HH-8	27" diameter	1	LF	$20.00
HH-9	30" diameter	1	LF	$35.00
HH-10	36" diameter	1	LF	$40.00
II	**Standard Service Reconnection**	1	Each	$175.00
JJ	**Service Connection Grouting**	1	Each	$250.00
KK	**Traffic Control - FDOT Right of Way**			
KK-1	Flagman	1	Setup	$620.00
KK-2	Arrow Board	1	Setup	$180.00
KK-3	Barricades	1	Setup	$340.00
KK-4	Lane Dividers	1	Setup	$15.00
LL	**Traffic Control - City Right of Way**			
LL-1	Flagman	1	Setup	$300.00
LL-2	Arrow Board	1	Setup	$180.00
LL-3	Barricades	1	Setup	$250.00
LL-4	Lane Dividers	1	Setup	$15.00
MM	**Traffic Control - County Right of Way**			
MM-1	Flagman	1	Setup	$620.00
MM-2	Arrow Board	1	Setup	$180.00
MM-3	Barricades	1	Setup	$340.00
MM-4	Lane Dividers	1	Setup	$15.00
NN	**Easement Access**			
NN-1	6" to 12" diameter	1	LF	$3.00
NN-2	14" to 18" diameter	1	LF	$4.00
NN-3	20" to 24" diameter	1	LF	$5.00
NN-4	27" to 30" diameter	1	LF	$8.50
NN-5	36" to 42" diameter	1	LF	$10.90
NN-6	48" to 54" diameter	1	LF	$16.20
OO	**Mobilization**	1	Lump Sum	$1,500.00
PP	**Bonds**	1	Percentage	$1.5%

EXHIBIT B, cont.
Adjustments to Unit Price Schedule

1. Upon the CONTRACTOR's written request, the City Manager may at the City Manager's sole discretion adjust the Unit Prices in the above schedule pursuant to the following procedure. The CONTRACTOR will make such requests no more frequently than annually, and no sooner than one year after the Effective Date, and will include sufficient information to allow the CITY to properly review.

(a) For resin using items (i.e., Unit Price Listed items A – K and M through BB) the adjustment will be as follows:

(25% x A) + (75% x B) = Total increase, where

A = The documented increase in Insituform's resin cost during the Interval Period as defined below.

B = the increase or decrease in the CPI (as described below) during the Interval Period.

The Interval Period is the period beginning on the date of the last price escalation established pursuant to this Section, or if no price escalation has been previously made the Effective Date, and the ending on the date that notice is received requesting the adjustment.

The specific Consumer Price Index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. City Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12 month period ending 12/31 data released in mid-January.

EXAMPLE:

Example, if the cost of resin increases 10% and the CPI Index decreases 2%, the total increase for the applicable unit prices would be: (25% x 10%) + (75% x - 2%) = 1% increase (rounded to the nearest $0.01).

(b) For all other items, the increase equals 75% of the increase in the CPI during the Interval Period.

Example , if CPI increased by 4% the cost adjustment for non-resin using items would be: (75% x 4%) = 3% increase rounded to nearest $0.01.

2. Pricing adjustments pursuant to this Section will be effective on the next anniversary of the Effective Date, and will apply only to work authorizations issued after that date. Within thirty (30) days after CONTRACTOR gives notice to the CITY of a price adjustment, the CITY may request an audit for the purpose of verifying the price adjustment.

3. The Parties may agree at any time to revise the Unit Price Schedule by formal amendment.

EXHIBIT C: GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMS

1.1 Defined Terms.

1.1.1 **"Change Instrument"** means a Field Directive or a Change Order.

1.1.2 **"Change Order"** means a written directive issued by the OWNER authorizing a modification in the price, time for performance, or other provision of the work authorization.

1.1.3 **"City Code"** means the City of Daytona Beach Code of Ordinances.

1.1.4 **"City Commission" or "Commission"** means the City of Daytona Beach City Commission.

1.1.5 **"City Manager"** means the City Manager for the City.

1.1.6 **"Commencement Date"** means the date established in the work authorization for commencement of the Project; of if no such date is provided in the work authorization, the date of the work authorization.

1.1.7 **"Contract Administrator"** means the individual specifically authorized to administer the Contract on the OWNER's behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

1.1.8 **"CONTRACTOR"** means the person of firm identified as such in the Contract.

1.1.9 **"Day" or "Days"** means calendar days unless otherwise specifically noted in the Contract Documents.

1.1.10 **"Defective Work" or "Nonconforming Work"** means Work that:

.1 Does not conform to the Contract Documents;

.2 Does not meet the requirements of any inspection, test or approval as referred to in the Contract Documents or required by law;

.3 Contains defects;

.4 Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract Documents; or

.5 Has been damaged or destroyed prior to Final Completion.

1.1.11 **"Effective Date"** means the date on which this Contract is fully executed.

1.1.12 "**Equipment"** means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

1.1.13 **"Field Directive"** means a written order prepared and signed by the OWNER, not involving a change in Project Price or Project Time, directing a minor change in the Work where a Change Order is not required.

1.1.14 "Final Completion" means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

1.1.15 "Force Account" means a method for payment of additional Work that is based on CONTRACTOR's labor, equipment and materials costs with consideration for overhead and profit.

1.1.16 "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR's fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

1.1.17 "Hazardous Materials" has the meaning as provided by law.

1.1.18 "Legal Requirements" means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other City ordinances and regulations.

1.1.19 "Materials" means goods or substances to be incorporated in the Work under the Contract.

1.1.20 "OWNER" means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the City. All references within the Technical Provisions to the "City" are intended to refer to the "OWNER" unless logic dictates otherwise.

1.1.21 "Project" means the subject of the Work as outlined in a work authorization, and its intended result.

1.1.22 "Project Price" means the total compensation due to CONTRACTOR for Work to be performed under a specific work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.23 "Project Time" means the total period of time stated in the work authorization between the Commencement Date and the deadline for Final Completion of the work referenced in the work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.24 "The Prompt Payment Act" means the Local Government Prompt Payment Act, F.S. § 218.70 *et seq.* (2009), as hereafter amended.

1.1.25 "Purchasing Code" means the provisions of Chapter 30 of the City Code.

1.1.26 "Referenced Standards" includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract Documents to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract Documents.

1.1.27 "Specifications" means the Scope of Work and any Standards referenced therein..

1.1.28 "Sub-contractor" means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-sub-contractors and persons or firms doing work through such sub-sub-contractors.

1.1.29 "Unilateral Change Instrument" means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

1.1.30 "Unit Price Schedule" means the Unit Price Schedule included in the Contract Documents, as it may from time to time be adjusted pursuant to the Contract Documents.

1.1.31 "Working Hours" means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the City of Daytona Beach.

1.2 Use of Terms.

1.2.1 Singular and Plural. The OWNER, CONTRACTOR, Sub-contractor, Supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.2.2 Technical Terms and Trade Usage. Terms in the Contract Documents which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

ARTICLE 2 –PRELIMINARY MATTERS

2.1 Submittals and Notice to Proceed Required. No Work will be done in association with a specific work authorization, at the Project Site or otherwise, until OWNER has issued a notice-to-proceed. OWNER will not issue a notice-to-proceed until CONTRACTOR has submitted the documents referenced in 2.2 below, and the Parties have held a pre-construction meeting.

2.2 Pre-Project Commencement Requirements.

2.2.1 CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Work Authorization is issued, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

.1 A proposed Progress Schedule for the Project.

.2 Any bonds required.

.3 Any additional documents, such as haul routes, designation of superintendant, safety plans, that the OWNER requires at the preconstruction meeting, consistent with the provisions of this Contract.

2.2.2 The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days after the issuance of the Work Authorization, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

2.2.3 The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's

means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

2.3 Notice to Proceed. OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time; and provided, further, that the OWNER may delay issuing the Notice for any or no reason, with the CONTRACTOR's concurrence.

2.4 Availability of Lands. The OWNER will provide access to all Project Sites, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents or work authorization, as applicable, encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. The CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

3.1 Contract Administrator. The Contract Administrator is authorized to administer the Contract and work authorizations on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

3.1.1 The Contract Administrator's authority is limited as follows:

.1 Provide direction to the CONTRACTOR to ensure satisfactory and complete performance;

.2 Issue Field Directives;

.3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;

.4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;

.5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;

.6 Determine acceptance or rejection of CONTRACTOR's performance;

.7 Approve or reject applications for payment, other than application for final payment;

.8 Furnish necessary reports to the City Manager;

.9 Recommend Change Instruments or stop work orders to the City Manager; and

10, Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

3.1.2 The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

.1 Alter or modify Contracts or work authorizations;

.2 Terminate or cancel Contracts or work authorizations;

.3 Approve, as opposed to recommend, Change Orders or Contract Amendments;

.4 Interpret ambiguities in the Contract or work authorization; or

.5 Approve final applications for payment; or

.6 Waive the OWNER's Contract rights.

3.2 City Manager. The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve specific work authorizations, and change orders to work authorizations, in accordance with the Purchasing Code or as specifically authorized by the Daytona Beach City Commission, and approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below.

3.3 Authority Reserved in City Commission. All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract or any work authorization required to be approved by the Commission may be in the form of change orders or formal amendments, as appropriate.

3.4 General Obligation to Avoid Delays. Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

3.5 Owner-Provided Inspectors. The OWNER will provide persons to perform OWNER-required inspections.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

4.1 Work Within Right-of-Way. The work will largely be performed within the public right-of-way, and OWNER affirms that CONTRACTOR will have the right to access the areas where work is required to be performed. The Parties do not anticipate that CONTRACTOR will be required to occupy space outside of the right-of-way to perform its services herein under normal conditions. CONTRACTOR will promptly notify OWNER if for any reason CONTRACTOR is required to occupy such space.

4.2 Temporary Facilities. CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

4.3 Utility Locations. CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection

of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

4.4 Protection of Resources. CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Project Price or the Project Time will be equitably adjusted as necessary subject to compliance with the provisions herein for Changes and Delays.

4.5 Protection of Reference Points. Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

4.6 Hazardous Materials.

4.6.1 To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Project and which may present a substantial danger to persons or property exposed thereto in connection with the Project.

.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, the OWNER will take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include the OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the OWNER will take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or

Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Project Price and Project Time to the extent CONTRACTOR's cost and time of performance have been adversely impacted by the presence of Hazardous Materials.

4.6.2 No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

4.6.3 CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, Sub-contractors, Suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, Sub-contractors, Suppliers, or anyone for whose acts they may be liable.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 General Responsibilities.

5.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract and the work authorization. CONTRACTOR is required to perform each Project in conformance with the Contract Documents and the work authorization, and will provide all Work reasonably inferable from these Documents and work authorization(s) as being necessary to produce the intended results.

5.1.2 Quality. All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

5.1.3 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

5.1.4 Discipline at the Project Site. CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.5 Responsibility for Subordinates. CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.6 Assignment, Scheduling and Coordination. CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract

performed by CONTRACTOR's own forces and by its Sub-contractors and Suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

5.1.7 Obligations Not Relieved. CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

5.1.8 Ongoing Duty to Report Problems with Contract Documents. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any Legal Requirements or of any such standard, specification, manual, or code or instructions of any manufacturer or Supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

5.1.9 Inspection of Work. CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the Contract Documents and applicable Legal Requirements and Referenced Standards and that portion of Work previously performed by CONTRACTOR or by others are in proper condition to receive subsequent Work.

5.2 Diligent Prosecution. CONTRACTOR will at all times be responsible for the diligent prosecution of each Project so as to complete the Work within the Project Time. CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

5.3 Supervision and Superintendence.

5.3.1 CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.3.2 CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

.1 CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.2 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

.3 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

5.4 Labor, Materials and Equipment.

5.4.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor Sub-contractors, Suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, Sub-contractor, Supplier, or other agent is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

5.4.2 CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

5.4.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or Suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

5.4.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and Supplier, except as otherwise provided in the Contract Documents. The Contract Administrator may require CONTRACTOR to furnish one or more of the following:

.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements. In addition, the

accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

5.4.5 The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

5.4.6 CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against Suppliers for illegal price fixing.

5.4.7. Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

5.4.8 Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

5.5 Concerning Sub-Contractors, Suppliers, and Others.

5.5.1 CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

5.5.2 CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any Sub-contractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any Sub-contractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

5.5.3 CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the Sub-contractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's Sub-contractors or Suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such Sub-contractor or other person or organization any contractual relationship between the OWNER and any such Sub-contractor or other person or organization, nor will it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any such Sub-contractor or other person or organization except as may otherwise be required by Legal Requirements.

5.5.4 CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of Sub-contractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all Sub-contractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

5.5.6 To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the Sub-contractor(s) perform all or a portion of unperformed duties and

obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a Sub-contractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such Sub-contractor the reasonable value for all Work performed by such Sub-contractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected Sub-contractor(s).

5.6 Patent Fees and Royalties.

5.6.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Proposal.

5.6.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

5.6.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Proposal or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

5.6.4 The OWNER will have the right to stop the Work and/or terminate the contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

5.7 Construction Operations.

5.7.1 CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

5.7.2 Except as otherwise provided in the Contract Documents or a work authorization, all Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by City ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if

given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

5.7.3 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning.

At Final Completion, CONTRACTOR will leave the Project Site clean and ready for OWNER's use, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all tools, appliances, equipment, machinery, surplus materials, waste, trash, and debris materials. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

5.7.4 Risk of Performance. If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract, without prompt written notice to the OWNER and request for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

5.8 Legal Requirements.

5.8.1 CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

5.8.2 CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, the OWNER will not be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

5.8.3 Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution.

5.9 Taxes.

5.9.1 CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

5.9.2 The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

5.10 Safety and Protection.

5.10.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

.1 the public;

.2 all persons on the Project Site or who may be affected by the Work;

.3 all the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and

.4 other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

5.10.2 CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and Chapter 90-96 Florida Statutes. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in this Subsection 5.10 and caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Specifications or to the acts or omissions of the OWNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Sub-contractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all of the Project is completed and the OWNER has issued a Certificate of Final Completion as provided in the Contract Documents (except as otherwise expressly provided in connection with Substantial Completion).

5.10.3 CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

5.10.4 CONTRACTOR will comply with the following requirements in emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER , is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by

CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

5.11 Indemnification.

5.11.1 Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Sub-contractor, Supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5.11.2 If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

5.11.3 If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

5.12 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

5.13 Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

5.14. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

5.15 Financial Records.

5.15.1 For purposes of this Section 5.15, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

5.15.2 CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of the CONTRACTOR and each subcontractor and Supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all Suppliers, and all of their respective employees.

5.15.3 CONTRACTOR will retain all its Records, and require all its Sub-contractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of the CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from the CONTRACTOR or any of its subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

5.15.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

5.15.5 CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or Supplier and require each subcontractor and Supplier to comply with these provisions.

ARTICLE 6 - OTHER WORK

6.1 Proper and Safe Access by Other Contractors. CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

6.2 Progress Schedules. The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate City contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

6.3 Improper Timing or Delays. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

ARTICLE 7 – WARRANTIES

7.1 General Warranty. CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

7.1.1 General Warranty Period. The General Warranty Period will be two years from Final Completion of the project.

7.1.2 Duty to Correct. CONTRACTOR will correct any and all defects that defects in material and/or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

7.1.3 General Warranty is Absolute. The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other

than CONTRACTOR or CONTRACTOR's Sub-contractors or Suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

7.2 Relation to Specific Correction Provisions and Other Remedies. CONTRACTOR's general warranty and any additional warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required of the CONTRACTOR by the Contract Documents.

7.3 Third Party Warranties. CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or Suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

ARTICLE 8 – DELAYS AND ADJUSTMENTS TO PROJECT TIME AND PROJECT PRICE

8.1 Delay. Delays are classified in one of the following categories:

8.1.1 An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Project Time but not an increase in Project Price.

8.1.2 A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Project Time and an increase in Project Price.

8.1.3 An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Project Time or Project Price.

8.2 Events Not Constituting a Delay. The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

8.2.1 Events that pose no delay to scheduled items of Work .

8.2.2 Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Project Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

8.2.3 Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

8.3 Notice of Delay Required. CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

8.4 Contents/Supporting Documents. CONTRACTOR's notice of delay will identify the work authorization(s) to which the notice applies. For each work authorization the notice will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of

the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

8.4.1 A written detailed statement of the reasons and causes for the delay;

8.4.2 Inclusive dates of the delay;

8.4.3 Specific trades and portions of the Work affected by the delay;

8.4.4 Status of Work affected before commencement of the delay;

8.4.5 If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any Sub-contractor or Supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

8.5 Failure to Comply with Notice Requirements. The notice required by this Article operates as a condition precedent to the assertion of any claim for extension of Project Time, increase in Project Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

8.6 Review and Adjustment of Schedules. Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule applicable to the work authorization(s) referenced to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

8.7 Limitation on Adjustments Due to Delays Generally. No extension of the Project Time or increase in the Project Price will be allowed for an unexcused delay. No extension of the Project Time or increase in the Project Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Project Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

8.8 Additional Limitations on Adjustments to Project Time Due to Delays. No extension of Project Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Project Time through adjustments to the current approved Progress Schedule.

8.9 Additional Limitations on Adjustments to Project Price Due to Delays. Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth below.

8.9.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40

hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

8.10 No Damages are Due to CONTRACTOR for Prevention of Early Completion. CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

8.11 Acceleration to Avoid Delays. If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

ARTICLE 9 – CHANGES

9.1 Materially Different Site Conditions. For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are reasonably unknown to the CONTRACTOR, given CONTRACTOR's experience in performing the services to be provided within the City of Daytona Beach, and CONTRACTOR's ability to inspect for site conditions prior to submitting a proposal for the work in question. CONTRACTOR may be entitled to an increase in Project Time or Contract Price in such instance, subject to the exclusions and conditions of that article including notice requirements.

9.1.1 Investigation and Determination. The OWNER will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions). If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

9.2 Constructive Changes and Disputed Adjustments.

9.2.1 Notice to the OWNER. CONTRACTOR will advise the OWNER in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 9.1 and if applicable, 9.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Project Time as set forth in the work authorization affected by such interpretation, clarification, instruction, direction, or order; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Project. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Project Price or the Project Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Project Price or Project Time must contain the specific adjustment requested and must be supported by a detailed explanation of

the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Section 8.4 and a claim for an increase in the Project Price must be documented and calculated as specified in Section 10.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or the Project Time.

9.2.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with Section 10.3.1 if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

ARTICLE 10 - CHANGE INSTRUMENTS

10.1 Introduction.

10.1.1 The OWNER may issue a Change Instrument to require changes in the Project without invalidating the Contract or work authorization.

.1 A Field Directive may be issued to require minor changes in the Project that, in the OWNER's view, do not change the scope of work, present a delay, or require an adjustment to Project Time or Project Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

.2 All other changes to the Project will require the issuance of a Change Order issued in conformance with these General Conditions.

10.2 Change Order or Formal Amendment Required for Contract Time and Contract Price Adjustments. Adjustments to Project Time or Project Price will be granted only through a properly-issued Change Order or through a formal amendment to the Contract.

10.3 Change Orders Adjusting Contract Price.

All Change Orders adjusting Contract Price will be invalid unless approved as provided by the Purchasing Code, Chapter 30, Code of the City of Daytona Beach.

10.3.1 Basis for Contract Price Adjustment. Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Project Price based only on one of the following methods

.1 Unit Prices as stated in the Contract Documents.

.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a Sub-contractor. The Sub-contractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier Sub-contractors), regardless of the sub-tier which performs the work, will not exceed 15%.

.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 10.3.2.

.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Project Price Adjustment using any of the methods outlined in Subsections 10.3.1.1 – 10.3.1.3, above, whichever will result in the lowest cost to the OWNER.

.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

10.3.2 Force Account Method for Contract Price Increases. Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 10.3.1, above, as appropriate, to determine the adjustment in the Project Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Project Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Sub-contractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected Sub-contractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Sub-contractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of

work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

10.4 Payment for Work Covered by Change Order. Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Project Price, will be paid for in accordance with the Progress Payment schedule established in the work authorization, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

10.5 Absence of Proposed Adjustments. If a Change Instrument is silent as to any adjustment to the Project Price or Project Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

10.6 Action upon Receipt of Change Instrument. Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Project involved.

10.6.1 CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Project Price or Project Time, or (ii) to the absence of any adjustment to the Project Price or Project Time. In order to be valid, a claim for an adjustment of Project Price or Project Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Subsection 8.4 and a claim for an increase in the Contract Price, must be documented and calculated as specified in Subsection 10.3. **Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or Project Time.**

10.7 Waiver of Claim. Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 10.6.1.

10.8 OWNER's Right to Use Third Parties for Additional Work. If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

10.9 OWNER's Right to Accelerate Schedule. The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Project Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Project Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 10.6.1 or be deemed to be conclusively waived.

ARTICLE 11 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK

11.1 Access to Work. The OWNER, including the Contract Administrator and other employees and agents, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

11.2 The OWNER May Stop the Work.

11.2.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

11.2.2 If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

11.3 Correction or Removal of Defective Work. If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

11.4 Correction Required. If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements 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, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

11.4.1 Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

11.4.2 Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If 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 OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

11.5 Coordination with OWNER. If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

11.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid

by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

11.7 The OWNER May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

11.8 CONTRACTOR Remains Responsible for the Work. The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

11.8.1 Any acceptance by the OWNER or any failure to do so;

11.8.2 Any correction of Defective Work by the OWNER.

ARTICLE 12 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION

12.1 General Method of Payment. For each work authorization, payment of the Project Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

12.1.1. If CONTRACTOR is required by the work authorization to provide a payment or performance bond, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 205.05(b).

12.2 Application for Payment. CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documents:

12.2.1 Unless the Contractor has provided payment and performance bonds and recorded them in the public records as provided in Florida Statues Section 205.05, releases of liens from subcontractors or suppliers.

12.2.2 CONTRACTOR's written certification (i) as to the value of the Work completed, and (ii) that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and

12.2.3 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

12.3 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 10-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

12.3.1 Defective Work not remedied;

12.3.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

12.3.3 Unless Contractor has provided payment and performance bonds and complied procedurally with Florida Statutes Section 205.05, failure of CONTRACTOR to make payments properly to Sub-contractors and suppliers or for labor, materials, or equipment;

12.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Project Price;

12.3.5 Damage to the OWNER, another contractor, or to another property owner;

12.3.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

12.3.7 Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

12.3.8 Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

12.3.9 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up; or

12.3.10 CONTRACTOR's failure to comply with any provision of the Contract Documents.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

12.4 Progress Payments. The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR.

12.5 Amounts Withheld from Progress Payments. Unless otherwise specified in the work authorization, the OWNER will withhold an amount from each such approved progress payment, retainage in an amount determined pursuant to the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

12.6 Delayed Payments. Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

12.7 Substantial Completion.

12.7.1 When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

12.8 Final Inspection and Final Completion. CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

12.8.1 If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 30 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 30 days, the OWNER, at its option, may complete the Work using the posted guarantee.

12.8.2 In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract and the work authorization.

12.9 Final Application for Payment. As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

12.9.1 As-builts of completed lines.

12.9.2 Unless Contractor has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 205.05:

.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all Sub-contractors which performed services for CONTRACTOR and all Suppliers of material or equipment to CONTRACTOR;

.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all Sub-contractors, Sub-contractors, and Suppliers in connection with the Work, have been paid or otherwise satisfied;

12.9.3 Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of Sub-contractors and Suppliers, filed in association with the Work;

12.9.4 The consent of the surety, if any, to final payment;

12.9.5 Non-Use of Asbestos Affidavit (After Construction);

12.9.6 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

12.9.7 Any other documentation required pursuant to the Contract Documents.

12.10 If Final Application is Rejected. If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

12.11 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

12.11.1 A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with the

Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

12.11.2 A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

12.12 Partial Final Payment in Extenuating Circumstances. If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 The OWNER May Suspend Project Without Cause. At any time and without cause, the OWNER may suspend any or all of the Work or any portion thereof, including any or all Projects, for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which such Work will be resumed. CONTRACTOR will resume such Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Project Price or an extension of the Project Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

13.2 The OWNER May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate one or more work authorizations or the Contract in its entirety. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with the Contract Documents and work authorizations prior to the date of termination, and, unless the Contract is for unit prices, the following:

13.2.1 For reasonable demobilization costs;

13.2.2 For reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

13.2.3 For all claims incurred in settlement of terminated contracts with Sub-contractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with Sub-contractor and others to mitigate the OWNER's cost.

13.3 The OWNER May Terminate With Cause.

13.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents or work authorization(s);

.2 if CONTRACTOR disregards Legal Requirements;

.3 if CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish one or more Projects within the Project Time(s);

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of one or more Projects; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents or work authorizations;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days notice terminate the Contract or one or more work authorizations issued pursuant to the Contract. The OWNER, at its option, may proceed with negotiation with the surety (if any) for completion of one or more Projects and terminate other Projects. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from one or more Project Sites and take possession of the Project (without liability to CONTRACTOR for trespass or conversion), incorporate in the Project all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Project as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment under the work authorization until the Project is finished. If the unpaid balance of the Project Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Project, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or to the extent applicable the surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

13.3.2 Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue, including any such rights under other work authorizations. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

13.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Project is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the work authorization and recover from the OWNER payment on the same terms as provided in Section 13.2, above. In lieu of terminating the work authorization and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Project until payment of all such amounts due CONTRACTOR under the work authorization, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Project Price or Project Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Project as permitted by this Section.

13.5 Discretionary Notice to Cure. In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety (if any) to cure any of the conditions outlined in Section 13.3.1 and/or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or

commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

13.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Project Price otherwise due to CONTRACTOR.

13.7 Duty to Mitigate. If the OWNER terminates this Contract or suspends CONTRACTOR's work on one or more Projects, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

13.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

13.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract or any work authorization before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the Project Site(s) affected; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

13.10 CONTRACTOR to Clean Up Project Site. If either OWNER or CONTRACTOR terminates this Contract or any Project before Substantial or Final Completion, CONTRACTOR will leave the Project Site(s) affected in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up all such Project Sites as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

ARTICLE 14 - DISPUTE RESOLUTION

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

14.1 Negotiations Required. A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

14.2 Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the Section 14.1 procedure proves unsuccessful, or if the Parties mutually waive the Section 14.1 procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact

gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

End of General Conditions

Exhibit D, consisting of the RFP and Proposal, is on file in the Office of the City Clerk

13-168

CERTIFICATE OF LIABILITY INSURANCE 7/1/2013

DATE (MM/DD/YYYY) 6/11/2013

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 Lockton Companies,LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company (64) — 23035 INSURER B : Liberty Insurance Corporation (64) — 42404 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 12389546 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	TB2-641-004218-032	7/1/2012	7/1/2013	EACH OCCURRENCE	$ 2,000,000
A	[X] COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 350,000
A	[ ] CLAIMS-MADE [X] OCCUR			PER PROJECT AGG. CAP $20M			MED EXP (Any one person)	$ 10,000
	[X] Independt Contractor						PERSONAL & ADV INJURY	$ 2,000,000
	[X] XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY	Y	N	AS2-641-004218-022	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	WA7-64D-009004-442	7/1/2012	7/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]			WC7-641-004218-012 (WI & OR)	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: CIPP TERM SERVICES CONTRACT 0113-1010. CITY OF DAYTONA BEACH, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

12389546

CITY OF DAYTONA BEACH
301 SOUTH RIDGEWOOD AVENUE
DAYTONA BEACH FL 32114

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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Policy Number **TB2-641-004218-032**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
"Per schedule on file with company"		60

All other terms and conditions of this policy remain unchanged.

Policy No: AS2-641-004218-022 Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 7/1/2012
Expiration Date: 7/1/2013
Sales Office: Endt Serial No:

Laura Rudolph

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WC7-641-004218-012 Effective Date 7/1/2012 Premium $

Issued to

Laura Rudolph

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RESOLUTION NO. 2017-08

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 LINING OF SANITARY SEWER MAINS, PROJECT NO. WS0904, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 9.91 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 10, 2017, the City Council authorized the City Manager to proceed with the Lining of Sanitary Sewer Mains, Project No. WS0904, 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 Lining of Sanitary Sewer Mains, Project No. WS0904, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $305,000 contract amount budgeted by the City Council for the project inclusive of the 9.91% contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 10th day of January, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	17-2	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/19/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ Effective March 12, 2016 through March 11, 2017. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	OUC Restoration Contractor All Terrain Tractor.pdf EXECUTED First Amendment to 3398-2 OQ - All Terrain Tractor Service Inc - January 7 2016.pdf FW Restoration Contractor.msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2016
Agenda Date: January 10, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ Effective March 12, 2016 through March 11, 2017

BACKGROUND:

Since November 2014, the Water Field Operations Division (WFO) has experienced a significant increase in the number of potable water distribution system water main breaks and service line failures. Although the pipe repairs have been completed, significant site restoration work remains. Other than Florida Department of Transportation (FDOT) and/or Brevard County road repairs, the restoration crew that serves within WFO can ordinarily complete restoration tasks in areas affected by distribution system failures. However, WFO was quickly overwhelmed with the quantity of restoration events.

In April 2015, the City contracted with JoBear Contracting for site restoration through RFQ- 13-01-COC, Agreement for Utilities General Construction Contractor. The restoration work associated with this contract has been completed. In the meantime, additional site restoration work has been required that is beyond the capacity of the existing WFO equipment and staff.

In addition, the City has actively pursued municipal contracts for restoration services within Central

Florida that would provide the specialized services required by the WFO Division. In October 2015, the City contracted with All Terrain Tractor for site restoration.

At this time, we are requesting the continued use of Orlando Utilities Commission (OUC) Contract No. 3398-2 OQ for restoration services. This contract has been reviewed by the City and has been determined to be applicable to the services required by WFO.

Therefore, staff recommends approval of the OUC contract with All Terrain Tractor to perform restoration services, and to authorize a budgeted expenditure for these services not to exceed $200,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$200,000
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ Effective March 12, 2016 through March 11, 2017.

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

CONCRETE AND ASPHALT REPAIR AND RESTORATION

ALL TERRAIN TRACTOR SERVICE, INC.

3398-2 OQ

COMMISSIONERS

DAN KIRBY	**President**
CRAIG MCALLASTER	**First Vice President**
LINDA FERRONE	**Second Vice President**
MAYLEN DOMINGUEZ	**Immediate Past President**
BUDDY DYER	**Mayor/Commissioner**
KENNETH P. KSIONEK	**General Manager & CEO**

CONFORMED CONTRACT

Concrete and Asphalt Repair and Restoration
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CONTRACT

THIS CONTRACT, made effective as of this March 12, 2013, by and between the **ORLANDO UTILITIES COMMISSION** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **ALL TERRAIN TRACTOR SERVICE, INC.**, a Florida corporation with its principal office in Orange City, Florida, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

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

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

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

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

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Concrete and Asphalt Repair and Restoration beginning March 12, 2013 through March 11, 2016 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting March 12, 2016. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

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

A. This Contract, including any Basis of Contract.

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

C. OUC's Request for Proposal (RF13 3398 OQ) with a RFP due date of February 6, 2013.

D. Supplier's response to the Request for Proposal dated February 6, 2013.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Concrete and Asphalt Repair and Restoration RFP13 3398 OQ dated February 6, 2013, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

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

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

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

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

Date 3-22-13

Witness _____
ELIZABETH M. MASON ASSISTANT SECRETARY

ALL TERRAIN TRACTOR SERVICE, INC.

Signature _____ (SEAL)

Title President

Date 3-14-13

Witness _____

Title V. P.

Witnesses Melissa R. Tompkins
_____

Awarded by the Orlando Utilities Commission on March 12, 2013

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

As to Orlando Utilities Commission:

_____
Attorney for Orlando Utilities Commission

As to Supplier:

_____
~~Attorney for Supplier~~
Christine E Crow Pres.
All Terrain Tractor Service Inc

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

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

Christine E. Crow
Signature of Counsel for Principal
(Supplier)

Christine E Crow
President/ All Terrain Tractor Service Inc
Type or print name of Counsel

949 Shadick Dr
Orange City FL 32763
Type or print address of Counsel

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

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

Signature of Counsel for Principal
(Supplier)

Type or print name of Counsel

Type or print address of Counsel

Basis of Contract
For
Concrete and Asphalt Repair and Restoration

No. 3398 OQ

BC.1 GENERAL. This Basis of Contract clarifies and states certain agreements between the Parties made in the negotiations of the Request for Proposal for Concrete and Asphalt Repair and Restoration, based on All Terrain Tractor Service, Inc.'s proposal dated February 6, 2013.

BC.2 GENERAL TERMS AND CONDITIONS. Under GC 8.6 Commercial General Liability (GL), OUC's requirement of $2M per occurrence limits for GL is satisfied by the combination of the GL and Umbrella limits.

COMPLIANCE FORMS

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

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

STATE OF Florida

COUNTY OF Volusia

Before me, the undersigned authority, personally appeared Christine E Crow who, being by me first duly sworn, made the following statement:

1. The business address of All Terrain Tractor Service Inc

[name of Bidder or Supplier] is 949 Shadick Dr Orange City FL 32763

2. My relationship to All Terrain Tractor Service Inc

[Name of Bidder or Supplier] is President
[Relationship such as sole proprietor, partner, president, vice president].

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

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

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

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an

entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

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

~~_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

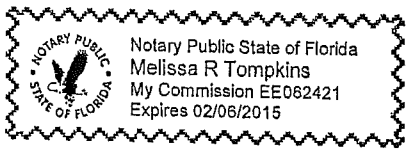
[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: Christine E Crow Printed Name: Christine E Crow

Sworn to and subscribed before me in the state and county first mentioned above on the 5 day of February, 2013.

Melissa R. Tompkins
Notary Public

(Affix Seal)



2/6/15
My Commission Expires

Melissa R Tompkins
Type or Printed Name

DISPUTE DISCLOSURE

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

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

YES ☐ NO ☒

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

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

All Terrain Tractor Service Inc.
Firm

2/5/13
Date

Christine E. Crow
Authorized Signature

President
Officer Title

Christine E Crow
Printed or Typed Name

DECLARATION AND SIGNATURE

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

Dated at 9:02AM this 5 day of February, 2013

Proposer/Bidder All Terrain Tractor Service Inc

By Christine E. Crow
Signature

Christine E Crow
Printed or Typed Name

Title President

Complete Business Address of Proposer/Bidder: 949 Shadick Dr Orange City FL 32763

State of Incorporation: Florida

Complete Address of Principal Office: 949 Shadick Dr
Orange City FL 32763

Name, Address, and Telephone Number of Person to Contact Regarding this proposal/bid response.

Include Both Mail and Street Addresses:
All Terrain Tractor Service Inc - Jody Bass
949 Shadick Dr
Orange City FL 32763

Telephone (386) 218-6969

Telefax (386) 218-6970

E-Mail Address Jody@allterraintractorService.com

NOTICE OF NEGOTIATION PROCEDURE

The undersigned Proposer, having read and examined the specifications and documents for the designated goods and/or services hereby acknowledges that OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible proposal(s). Proposer understands that OUC shall evaluate all proposals and may then initiate negotiations with the highest ranked Proposer in order to achieve the best and final offer, terms, and price. If no agreement is reached with the highest ranked Proposer, OUC will negotiate with each subsequent Proposer in the ranking until an acceptable deal is reached or all Proposers have been rejected. The undersigned acknowledges and understands that if all Proposers are rejected, OUC has the option of re-bidding the goods and/or services requested

Christine E. Crow
Authorized Signature

Christine E Crow
Printed Name

President
Title

2/5/13
Date

If awarded the contract, the performance bond will be issued on an annually renewable basis. Non-renewal by the surety does not constitute default.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we All Terrain Tractor Service, Inc.
(Here insert full name and address or legal title of Contractor)
949 Shadick Dr., Orange City, FL 32763
as Principal, hereinafter called the Principal, and Merchants Bonding Company
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive, Des Moines, IA 50321-1158
a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto Orlando Utilities Commission
(Here insert full name and address or legal title of Owner)
5971 Pershing Avenue, Orlando, FL 32822
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ ---5%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
RFP13 3398 OQ, Concrete & Asphalt Repair and Restoration,

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of February 2013

Melissa R Taylor
(Witness)

All Terrain Tractor Service, Inc.
(Principal) (Seal)

(Title)

Anita Navarro
(Witness)

Merchants Bonding Company
(Surety) (Seal)

(Title)

Don Bramlage, Attorney-in-Fact
and Florida Licensed Resident Agent

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Jeffrey W. Reich, Susan L. Reich, Teresa L. Durham, Kim E. Niv, Leslie M. Donahue,
Patricia L. Slaughter, Don Bramlage, Gloria A. Richards, Lisa Roseland, Cheryl Foley

of Maitland and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION ($5,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of January , 2012 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 12th day of January , 2012 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

MARANDA GREENWALT
Commission Number 770312
My Commission Expires
October 28, 2014

Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of February , 2013

William Warner Jr.
Secretary

2012/ 2013

Volusia County Business Tax Receipt

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

Volusia County
FLORIDA

Receipt # 200604050012 Expires: September 30, 2013
Business Location: 949 SHADICK DR

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

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200	6	$22.00
Fence Installation	471FI	6	$54.00
Business Service	471	6	$0.00
Hazardous Waste Fee	820	0	$35.00
Business Service	471	6	$54.00
Business Service	471	6	$0.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

DATE PAID: 07/09/2012
PAYMENT RECEIPT #: 053-11-00009871

TOTAL TAX: 165.00
PENALTY: 0.00
TOTAL PAID: 165.00

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

Receipt # 200604050012 Expires: September 30, 2013
Business Location: 949 SHADICK DR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
All Terrain Tractor Service Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 390958

Requester's name and address (optional)

City, state, and ZIP code
Deltona FL 32739

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
| | | |

or

Employer identification number
84 1162001

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-9-13

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2013

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

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

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

CONTACT NAME: Melissa Adrian, CPSR
PHONE (A/C, No, Ext): (386)767-3161 FAX (A/C, No): (386)760-1770
E-MAIL ADDRESS: melissa@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Bridgefield Casualty Ins Co	10335
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: CL1212308827 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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	Y	CWP7332750	12/15/2012	12/15/2013	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 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	CWP7332750	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $			CWP7332750	12/15/2012	12/15/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-29236	11/30/2012	11/30/2013	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
A	Contractors Equipment Rented/Leased Equipment			CWP7332750	12/15/2012	12/15/2013	Limit	$350,000

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

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

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

AUTHORIZED REPRESENTATIVE
John Hosey/ASHOOK

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2013

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

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

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

CONTACT NAME: Melissa Adrian, CPSR
PHONE (A/C, No, Ext): (386)767-3161 FAX (A/C, No): (386)760-1770
E-MAIL ADDRESS: melissa@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
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A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	CWP7332750	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $			CWP7332750	12/15/2012	12/15/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-29236	11/30/2012	11/30/2013	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
A	Contractors Equipment Rented/Leased Equipment			CWP7332750	12/15/2012	12/15/2013	Limit	$350,000

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

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

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

AUTHORIZED REPRESENTATIVE
John Hosey/ASHOOK

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RFP DOCUMENTS

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

CONCRETE & ASPHALT REPAIR AND RESTORATION

REQUEST FOR PROPOSAL (RFP)

RFP13 3398 OQ

COMMISSIONERS

DAN KIRBY	**President**
CRAIG MCALLASTER	**First Vice President**
LINDA FERRONE	**Second Vice President**
MAYLEN DOMINGUEZ	**Immediate Past President**
BUDDY DYER	**Mayor/Commissioner**
KENNETH P. KSIONEK	**General Manager & CEO**

RFP

ISSUE DATE: January 23, 2013

Orlando Utilities Commission
REQUEST FOR PROPOSAL (RFP)

RFP TITLE: **Concrete & Asphalt Repair and Restoration**

RFP NUMBER:	**3398 OQ**

RFP Number must be placed on front of envelope

DATE OF ISSUE:	**January 23, 2013**
RFP DUE DATE:	**February 6, 2013**
RFP DUE TIME	**2:00 p.m., Local Time**

RFP's will not be accepted after 2:00 p.m.

RFP OPENING TIME:	**2:30 p.m., Local Time**
QUESTIONS/COMMENTS DUE:	**January 29, 2013**
ADDENDUM DUE:	**February 1, 2013**
RFP DELIVERY LOCATION FOR SEALED PROPOSALS:	Orlando Utilities Commission Supply Chain Management 5971 Pershing Avenue Orlando, FL 32822

RFP Opening held at same location

DIRECT ALL INQUIRIES TO BUYER OF RECORD:	**Arlene Guffin**
TELEPHONE NUMBER:	**407-434-4016**
EMAIL ADDRESS:	**aguffin@ouc.com**
BID BOND REQUIRED:	**YES**
PERFORMANCE & PAYMENT BOND REQUIRED:	**NA**
SUBMIT 1 ORIGINAL HARD COPY	**5** **CD or USB flash drive**

NO-BID FORM

RFP # _____ RFP Title _____

Proposers choosing not to submit a proposal are requested to complete this form and return by fax to
(407) 434-4338 or e-mail to Buyer of Record.

[ ] We do not provide the requested goods or services. Please remove our firm from your mailing list.

[ ] We are unable to bid at this time because:

_____

_____

_____

_____

[ ] Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(E-mail address)

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GENERAL TERMS AND CONDITIONS

THE FOLLOWING POLICY AND PROCEDURE REQUIREMENTS MAY BE FOUND ON THE ORLANDO UTILITIES COMMISSION'S WEBSITE, www.ouc.com, BY SCROLLING DOWN TO THE BOTTOM OF THE HOME PAGE AND SELECTING "SUPPLIER INFORMATION".

- SUPPLIER DIVERSITY POLICY
- ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY
- CONTRACTOR SECURITY POLICY
- GENERIC CONTRACTOR ORIENTATION PACKAGE
- BID PROTEST PROCEDURE

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

SECTION I

REQUEST FOR PROPOSAL FOR

Concrete & Asphalt Repair and Restoration

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

SCOPE OF WORK The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide the following for OUC: Supplier to perform restoration work for the Water Distribution Division. Restoration work shall include services such as the replacement of sidewalks, hauling of debris and street repairs and any additional work as deemed necessary by OUC. The Supplier will supply **all materials, equipment and labor to perform these services**.

TERM OF CONTRACT The services will be contracted for an initial period of **three (3) years, with two (2) one-year renewal options at the election of OUC.**

PRICE AND COSTS Prices as listed on the RFP Proposal Pages shall remain firm throughout the initial contract period.

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

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

REQUIREMENTS AND SPECIFICATIONS **See Section III**

INSTRUCTIONS TO PROPOSERS

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

CONFIDENTIALITY NOTICE TO PROPOSERS

By submitting a proposal to OUC, each Proposer acknowledges and understands that OUC is a public agency subject to Chapter 119 Florida Statutes ("Public Records law"). Any document submitted by Proposer will become a public record after the RFP process by OUC is completed. Trade Secrets and certain background financial information, among other items, may constitute exemptions to disclosure under the Public Records law.

Proposal Phase

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

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

2. Submit along with the redacted Proposal one copy of an un-redacted version of the same documents in a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information".

Negotiation Phase

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

1. Submit any such materials with those portions considered a Confidential-Trade Secret/Proprietary Information blacked out ("redacted").
2. Submit along with the redacted materials one copy of an un-redacted version of the same materials in a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information".

A.1 GENERAL INFORMATION Sealed proposals will be received by the Orlando Utilities Commission, herein referred to as the "Owner" or "OUC," or "Commission," for goods, equipment, materials, and related work set forth in the included specifications and documents. The parties hereto agree that each of the following three sets of phrases shall each have the meaning hereto ascribed to it and each set may be used interchangeably:

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

B. "Bid(s)", "Request for Proposal(s)", "RFP", "Request for Quote", "RFQ", "Invitation to Bid", "ITB" shall mean all the documents attached to this Request for Proposal or otherwise cited or incorporated by reference in this procurement solicitation sent to prospective Proposer(s).

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

The proposals will be opened publicly on stated RFP due date at 2:30 p.m. Local Time at 5971 Pershing Avenue, Orlando, Florida. The only information, which will be read at the time of the opening, will be the name of the supplier and if they have provided all the information required for each item on the Bid Response Sheet. No other information is shared at this time, with the exception of RFPs for construction or repairs on public works projects in which the price submitted will be announced. Proposals not meeting the requirements may be rejected.

RFP SELECTION SCHEDULE

The stated schedule will be adhered to during the RFP process. It is subject to change at the discretion of OUC.

The following shall cause an automatic rejection of the proposal:

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

The following items may cause a rejection of the proposal:

- Failure to submit a signed & notarized statement on Public Entity Crimes form
- Failure to submit a signed Declaration and Signature page

The SEALED envelope or other container containing the proposals shall be marked at a minimum with the firm's name and the **RFP number and title**. Sealed proposals, which are sent through the mail or other such delivery service, shall be sent in such a manner as to allow the opening of the "Mailing Container" and still have intact in another envelope the proposal. The Mailing Container shall contain the words: **"REQUEST FOR PROPOSAL ENCLOSED".**

OUC expects proposals that address all of the information requested and reflects the capabilities of the proposer. Documents may be stapled, spiral bound or secured within a three-ring loose-leaf binder.

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

OUC reserves the right to postpone the date and time announced for opening of proposals. Such postponement may be made at any time prior to the time announced for the opening of proposals. OUC will give written notice of any such postponement to each party to whom proposal documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for opening of proposals.

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

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

A.3.1 Preparation Each proposal shall be filled out completely using the proposal and proposal data forms included as a part of the proposing documents. Entries on the proposal and proposal data forms shall be printed, typed, or legibly written. All prices shall be stated in words and figures except where the forms provide for figures only.

If the Proposer submits an alternate proposal, they shall indicate with a “check mark” in the box provided on the proposal form. Proposals which do not comply with the alternate proposal requirement may be rejected, at the discretion of OUC.

A.3.2 Signatures Each Proposer shall sign the proposal and shall give their full business address. The Proposer's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

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

A.3.4 Withdrawal Proposals may be withdrawn, altered, and resubmitted at any time before the time set for the receipt of the proposals. Proposals may not be withdrawn, altered, or resubmitted, after the time set for receipt of proposals however; clarifications and additional information may be requested by OUC.

A.4 COMPLIANCE FORMS

A.4.1 Public Entity Crimes Each Proposer shall submit an executed and notarized copy of the Sworn Statement Under Section 287.133 (3)(a) and 287.135, FLORIDA STATUTES, on Public Entity Crimes and Scrutinized Companies, a copy of which is included in the Compliance Forms section. Proposals received, which do not contain an executed and notarized copy of this Sworn Statement, may be rejected.

A.4.2 **Proposal Forms** Each Proposer shall submit an executed copy of the forms found under Attachment A, Compliance Forms.

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

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

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

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

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

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

A.7 **COMPLETENESS OF PROPOSAL**

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

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

A.7.3 The proposal must be signed by an authorized agent or officer of the company or other legal entity.

A.8 **ALTERATIONS OF PROPOSAL** Except as otherwise provided herein, RFPs which contain erasures or interlineations not authenticated as provided herein, or any other

modifications of the proposal form will be rejected. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of each person executing the proposal.

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

A.10 **CLARIFICATIONS** If any prospective Proposer has doubt as to the true meaning of any part of the Request For Proposal, they may submit a written request **(verbal requests will not be accepted**) for clarifications. The person submitting the request will be responsible for its prompt delivery in accordance with the instructions below.

Any clarification of the RFP will be via an addendum. OUC will not be responsible for any other explanations or clarifications of the RFP that are received in any manner other than the Addendum. Verbal responses are not authoritative.

From the date this RFP is issued until a notice of recommended award, rejection of all bids or other notice is made, **no unauthorized contact**¸ related to the RFP will be allowed between a bidder, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the contact person mentioned. Any unauthorized contact will disqualify the bidder from further consideration.

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

Each written request must contain the proposal number and may be telefaxed or E-mailed to the attention of the Buyer at the contact information given. All comments or questions should identify the firm and must be received **no later than 2:00 p.m. Local Time on the date stated in the RFP.** Once clarified and/or answered, an Addendum will be issued to all Proposers.

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

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

A.12 SUPPLIER DIVERSITY OUC has adopted a policy to encourage broad-based participation in all contracts with OUC. Any Proposer submitting a proposal for a contract with OUC shall comply with this policy or may be declared a non-responsive Proposer. A copy of the policy can be found on the OUC web site (www.ouc.com) Supplier Information and Supplier Policies.

A.12.1 Parties seeking to utilize certified M/WBE's are encouraged to contact the Diversity Coordinator at 407-434-4048 as a resource.

A.13 PROPOSAL PRICE SCHEDULE All pricing shall be firm unless otherwise stated in this Request for Proposal.

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

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

Selected personnel from OUC will evaluate all properly prepared and submitted proposals and may make a recommendation for award.

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

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

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

.**A.15** **EXECUTION OF CONTRACT** The successful Proposer shall execute the necessary contractual forms, and return the executed forms within ten (10) days of receipt of forms for execution.

A.16 **AWARD** OUC reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items; or to make no contract award.

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

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

A.17 **TAXES, PERMITS, AND LICENSES** The Proposer's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Proposer has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

A.18 **ERRORS AND OMISSIONS** Proposers or their authorized representatives are expected to be fully informed as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Proposer's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Proposers. In case of error of extension of prices in the proposal, the unit price shall govern.

A.19 **CANCELLATION** Prior to the issuance of a Contract or Notice to Proceed, OUC reserves the right to rescind said award without prior notice to Proposers, and reject all proposals and reissue or re-award.

A.20 **FREIGHT** N/A

A.21 **SUPPLIER'S SERVICES** OUC reserves the right to utilize the Supplier's goods and/or services under the terms of this Contract to support other Orlando Utilities Commission activities.

A.22 BID BOND Proposer may be required to submit either a certified check or cashier's check drawn on an acceptable bank or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be five percent (5%) of the proposal price schedule.

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

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

A.23 PERFORMANCE AND PAYMENT BOND NA

AGREEMENT

By signing the Declaration and Signature page, Proposer/Bidder hereby acknowledges and certifies:

A. Receipt in its entirety of the Specifications and RFP/ITB Documents in addition to all drawings, details and other attachments as delineated in the proposal/bid response Specifications Table of Contents.

B. They are fully informed in respect to the preparation and contents of this proposal/bid response and all pertinent circumstances respecting this proposal/bid response.

C. Neither the Supplier nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer/Bidder, firm, or person to submit a collusive proposal/bid response in connection with the work for which this proposal/bid response has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer/Bidder, firm, or person to fix the price or prices in the attached proposal/bid response or of any other Proposer/Bidder, or to fix any overhead, profit, or cost elements of the proposal/bid response price or the proposal/bid response price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work.

D. The price or prices quoted in this proposal/bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Supplier or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

E. The Supplier agrees to obtain prior to award, if selected, Worker's Compensation, General Liability, Automotive, and other insurance requirements in accordance to the requirements as set forth in the RFP/ITB documents, attached hereto.

Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of “FSC VII" or better according to the A.M. Best Supplier. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

F. The Supplier agrees that it as well as its Subcontractors has a Drug-Free Workplace Program and said program complies with the requirements of Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).

F.1 In addition, all Subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions. A copy of the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions is incorporated in this appendix.

F.2 The Supplier's employees as well as its Subcontractor employees are further prohibited from being under the influence or impairment of alcohol on Commission property or work sites or at any time or place while conducting business with or on behalf of the Commission.

G. Only one proposal/bid response for the above project is being submitted and that the named entity has no financial interest in other entities submitting proposals/bid responses for the same project.

H. Neither party has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.

I. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

J. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this project. The Supplier shall disclose to OUC the name(s) of any OUC employee or OUC Board member who has a direct or indirect financial interest in the Supplier or in the proposed transaction. An OUC employee or Board member has a direct or indirect financial interest in the Supplier or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Board member or a close relative has an ownership interest in the Supplier (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Supplier, is a partner, officer, director, trustee or consultant to the Supplier, has received grant, travel, honoraria or other similar support from the Supplier, or has a right to receive royalties from the Supplier.

K. No member of the entity's ownership, management, or staff has a vested interest in any aspect of the Orlando Utilities Commission nor any business or other relationship with any of its employees, officers, directors or Board members that creates a conflict of interest or the appearance of a conflict of interest.

L. No member of the entity's ownership or management is presently applying for an employee position or actively seeking an appointment within the Orlando Utilities Commission.

M. In the event that a conflict of interest is identified in the provision of services, the signatory, on behalf of the above named entity, will immediately notify the Orlando Utilities Commission in writing.

CONTRACT
and
CERTIFICATE OF COUNSEL
(Samples)

CONTRACT

THIS CONTRACT, made effective as of this XXXXXXXXXXXX, 200X, by and between the **ORLANDO UTILITIES COMMISSION** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **XXXXXXXXXXX**, a XXXXX corporation with its principal office in XXXXXXXXXXX, State, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

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

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

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

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

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide XXXXXXXXXXX beginning XXXXXXXXXXX 20XX through XXXXXXXXXXX, 20XX in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting XXXXXXXXXXX, 20XX. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

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

A. This Contract, including any Basis of Contract.

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

C. OUC's Request for Proposal (RFP13 XXXX OQ) with a RFP due date of XXXXXXXXXXX.

D. Supplier's response to the Request for Proposal dated XXXXXXXXXXX.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the contract) as submitted in the Supplier's Proposal for XXXXXXXXXXX RFP13 XXXX OQ dated XXXXXXXXXXX, 20XX**,** for all work included in the contract award, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

SAMPLE

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

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or its affiliates or of third party vendors who have licensed the information to OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

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

Signature _____(SEAL)
XXXXXXXXX. TITLE

Date _____

Witness _____

_____

(SUPPLIER)

Signature_____ (SEAL)

Title _____

Date_____

Witness_____

Title_____

Witnesses_____

_____

Awarded by the Orlando Utilities Commission on _____, 20___.

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

As to Orlando Utilities Commission:

_____
Attorney for Orlando Utilities Commission

As to Supplier:

_____
Attorney for Supplier

SAMPLE

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

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

_____
Signature of Counsel for Principal
(Supplier)

_____
Type or print name of Counsel

_____
Type or print address of Counsel

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

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

_____
Signature of Counsel for Principal
(Supplier)

_____
Type or print name of Counsel

_____
Type or print address of Counsel

SAMPLE

SECTION II

PROPOSAL SUBMITTAL FORMAT

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR PROPOSAL:

COVER PAGE

TAB 1 - OUC Compliance Forms **(Attachment A)**

- ❖ Declaration & Signature
- ❖ Sworn Statement on Public Entity Crimes and Scrutinized Companies (Notarized)
- ❖ Dispute Disclosure
- ❖ Exceptions
- ❖ Notice of Negotiation Procedure Form
- ❖ Acknowledgement of Addenda (if applicable)
- ❖ Compliance Under Section 255.05, Florida Statutes On Payment and Performance Bond (when required)
- ❖ Bid Bond

TAB 2 (Attachment B)

- ❖ Copy of Company's Business License
- ❖ Copy of Insurance Certificate
- ❖ W-9 Form

TAB 3 (Attachment C)

- ❖ Price Schedule

TAB 4 (Attachment D)

- ❖ Subcontractors and Potential Cost Savings Alternative

TAB 5 (Attachment E)

- ❖ Questions

COVER PAGE

RFP NUMBER: _____

RFP NAME: _____

DATE: _____

SUPPLIER NAME: _____

ADDRESS: _____

_____

_____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

TELEFAX NUMBER: _____

EMAIL ADDRESS: _____

Note:

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

Name: _____ Telephone No. _____

Name: _____ Telephone No. _____

ATTACHMENT A:

COMPLIANCE FORMS

DECLARATION AND SIGNATURE

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

Dated at _____ this _____ day of _____, 20____

Proposer/Bidder _____

By _____ _____
Signature Printed or Typed Name

Title _____

Complete Business Address
of Proposer/Bidder _____

State of Incorporation _____

Complete Address of Principal Office _____

_____

Name, Address, and Telephone Number
of Person to Contact Regarding this
proposal/bid response.

Include Both Mail and Street Addresses: _____

_____

_____

Telephone ( )_____

Telefax ( ) _____

E-Mail Address _____

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____

[name of Bidder or Supplier] is _____

2. My relationship to _____

[Name of Bidder or Supplier] is _____
[Relationship such as sole proprietor, partner, president, vice president].

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

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

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

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an

entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

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

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

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

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

Signed by: _____ Printed Name: _____

Sworn to and subscribed before me in the state and county first mentioned

above on the _____ day of _____, 20___.

_____
Notary Public

(Affix Seal)

_____
My Commission Expires

_____
Type or Printed Name

DISPUTE DISCLOSURE

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

_____ _____

Firm Date

_____ _____

Authorized Signature Officer Title

_____

Printed or Typed Name

EXCEPTIONS

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

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

No exceptions will be allowed after the proposal is submitted.

Please check one:

☐ None

☐ Exceptions: _____

_____

_____

_____

_____

_____

_____

_____

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

NOTICE OF NEGOTIATION PROCEDURE

The undersigned Proposer, having read and examined the specifications and documents for the designated goods and/or services hereby acknowledges that OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible proposal(s). Proposer understands that OUC shall evaluate all proposals and may then initiate negotiations with the highest ranked Proposer in order to achieve the best and final offer, terms, and price. If no agreement is reached with the highest ranked Proposer, OUC will negotiate with each subsequent Proposer in the ranking until an acceptable deal is reached or all Proposers have been rejected. The undersigned acknowledges and understands that if all Proposers are rejected, OUC has the option of re-bidding the goods and/or services requested

_____

Authorized Signature

_____

Printed Name

_____

Title

_____

Date

ADDENDA

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

Addendum No. 1_____ Dated _____

Addendum No. 2_____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

ATTACHMENT B:

COPY OF COMPANY'S BUSINESS LICENSE AND ANY OTHER REQUIRED LICENSE

CERTIFICATE OF INSURANCE

W-9 FORM

ATTACHMENT C:

PRICE SCHEDULE

PRICE SCHEDULE – Concrete & Asphalt Repair

The unit pricing shall be firm for the full period of the contract. A fully loaded and included unit pricing shall include all labor, travel time, material, equipment rental, consumable, tools, overhead and profit, etc. required to perform the tasks described herein.

Line Item	Increment		Cost Per Unit		Approximate Units	Estimated Amount
	Asphalt pavement per 1½" layer					
1.	10 sq. yds. or less	@	_____	/sq. yd.	215	_____
2.	10.1 to 30 sq. yds.	@	_____	/sq. yd.	210	_____
3.	Over 30 sq. yds.	@	_____	/sq. yd.	750	_____
	Asphalt pavement per each add'l. ½" layer thickness					
4.	10 sq. yds. or less	@	_____	/sq. yd.	150	_____
5.	10.1 to 30 sq. yds.	@	_____	/sq. yd.	200	_____
6.	Over 30 sq. yds.	@	_____	/sq. yd.	2500	_____
	Asphalt pavement 1" thickness (overlay)					
7.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
8.	10.1 to 30 sq. yds.	@	_____	/sq. yd.	15	_____
9.	Over 30 sq. yds.	@	_____	/sq. yd.	15	_____
	FC-4 Asphalt Friction Course 1" thickness (overlay)					
10.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
11.	10.1 to 30 sq. yds.	@	_____	/sq. yd.	15	_____
12.	Over 30 sq. yds.	@	_____	/sq. yd.	15	_____
	FC-2 Asphalt Friction Course 5/8" thickness (overlay)					
13.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
14.	10.1 to 30 sq. yds.	@	_____	/sq. yd.	15	_____
15.	Over 30 sq. yds.	@	_____	/sq. yd.	15	_____

Line Item	Increment		Cost Per Unit		Approximate Units	Estimated Amount
4" Concrete (sidewalk or driveway)						
16.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
17.	10.1 to 20 sq. yds.	@	_____	/sq. yd.	30	_____
18.	Over 20 sq. yds.	@	_____	/sq. yd.	30	_____
6" Concrete (sidewalk or driveway)						
19.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
20.	10.1 to 20 sq. yds.	@	_____	/sq. yd.	15	_____
21.	Over 20 sq. yds.	@	_____	/sq. yd.	60	_____
8" Concrete (sidewalk or driveway)						
22.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
23.	10.1 to 20 sq. yds.	@	_____	/sq. yd.	15	_____
24.	Over 20 sq. yds.	@	_____	/sq. yd.	15	_____
6" x 16" Straight or Radius Upright Curb						
25.	20 lin. ft. or less	@	_____	/lin. ft.	25	_____
26.	Over 20 lin. ft.	@	_____	/lin. ft.	15	_____
2 ft. Curb & Gutter Section or Radius						
27.	20 lin. ft. or less	@	_____	/lin. ft.	30	_____
28.	Over 20 lin. ft.	@	_____	/lin. ft.	15	_____
Density Tests: By Certified Testing Lab (when required by agency inspector)						
29.	Soil Proctor Test	@	_____	each	15	_____
30.	Soil Density Test	@	_____	each	15	_____
8" Concrete Roadway Replacement (broom finished)						
31.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
32.	Over 10 sq. yds.	@	_____	/sq. yd.	15	_____
8" Concrete Road Base (unfinished)						
33.	10 sq. yds. or less	@	_____	/sq. yd.	15	_____
34.	Over 10 sq. yds.	@	_____	/sq. yd.	200	_____

Line Item	Increment		Cost Per Unit		Approximate Units	Estimated Amount
	Surface Prep. for Limerock					
35.	10 sq. yds. or less	@		/sq. yd.	15	
36.	Over 10 sq. yds.	@		/sq. yd.	15	
	8" Limerock Road Base					
37.	10 sq. yds. or less	@		/sq. yd.	15	
38.	Over 10 sq. yds.	@		/sq. yd.	15	
	Limerock Road Base per each add'l. 2" layer thickness					
39.		@		/sq. yd.	15	
	Remove Asphalt and Dump					
41.	10 sq. yds. or less	@		/sq. yd.	90	
42.	10.1 to 20 sq. yds.	@		/sq. yd.	80	
43.	20.1 to 40 sq. yds.	@		/sq. yd.	110	
44.	Over 40 sq. yds.	@		/sq. yd.	775	
	Remove Concrete and Dump					
45.	10 sq. yds. or less	@		/sq. yd.	15	
46.	10.1 to 30 sq. yds.	@		/sq. yd.	25	
47.	Over 30 sq. yds.	@		/sq. yd.	40	
	Remove Limerock and Dump					
48.	10 sq. yds. or less	@		/sq. yd.	15	
49.	10.1 to 20 sq. yds.	@		/sq. yd.	15	
50.	20.1 to 40 sq. yds.	@		/sq. yd.	15	
51.	Over 40 sq. yds.	@		/sq. yd.	195	
	Stripes & Lines – white & yellow (to DOT Standards)					

Line Item	Increment		Cost Per Unit		Approximate Units	Estimated Amount
52.	4” Solid	@	_____	/lin. ft.	10	_____
53.	6” Solid	@	_____	/lin. ft.	10	_____
54.	8” Solid	@	_____	/lin. ft.	10	_____
55.	12” Solid	@	_____	/lin. ft.	10	_____
56.	18” Solid	@	_____	/lin. ft.	10	_____
57.	24” Solid	@	_____	/lin. ft.	10	_____
58.	6” Skip	@	_____	/lin. ft.	20	_____
59.	Directional Arrow	@	_____	each	5	_____
60.	Message	@	_____	each	5	_____
61.	Reflective Marker	@	_____	each	5	_____
						_____
	Emergency Work					_____
62.	Priority 1 Within 24 hrs. of notice	@	_____	%	20	_____
				Total Amount of Bid		_____

EMERGENCY WORK

Please state the percentage mark-up for all work performed as emergency work priority 1 and 2 as described in section 2.0 RESPONSE TIME:

EMERGENY PRIORITY 1 WORK _____%

EMERGENY PRIORITY 2 WORK _____%

NOTES:

1. Pricing is to Include All Equipment, Travel Time, Materials, Labor and Any Other items as specified.

2. The pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting, and dumping rubble in a properly licensed, local, state, or federal dump site.

ATTACHMENT D:

SUBCONTRACTORS/
POTENTIAL COST SAVINGS ALTERNATIVE

SUBCONTRACTORS

Below or on an attached sheet, list your proposed Subcontractors for this project. If you are not sure of the Subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting. Also by each Subcontractor state if they are a Minority or Women owned business.

POTENTIAL COST SAVING ALTERNATIVE

(Use additional paper, if necessary)

SECTION III

REQUIREMENTS AND SPECIFICATIONS

SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

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

- Limerock base
- Asphalt concrete surfaces
- Portland cement concrete pavement and driveway
- Sidewalk
- Concrete curb restoration
- Debris removal

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

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

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

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

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

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

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

2.0 RESPONSE TIME

All concrete and asphalt repair and restoration on a specific project must be started and completed within ten (10) calendar days from date of notification by OUC.

Exceptions to this time are as follows:

2.1 Priority 1- High Pedestrian Area Emergency
High pedestrian traffic area EMERGENCY WORK is considered PRIORITY 1 and MUST be completed within one (1) calendar day from notification by OUC.

2.2 Priority 2- Emergency Work
All other emergency work is considered PRIORITY 2 and MUST be completed within three (3) calendar days from notification by OUC.

2.3 Priority 3- Restoration Work
Restoration work (sidewalk and driveway repairs or replacement, sodding, etc.) within State, City or County rights-of-way MUST be completed within 5 calendar days of notification by OUC.

3.0 BILLING

3.1 Upon completion of a project, the Supplier MUST bill OUC within 30 days.

3.2 Payment will be made only on completed projects.

3.3 The Supplier may, at their option, bill OUC once a month for projects completed during the month.

3.4 The billing must include the name and address of the project for each project.

4.0 REMOVAL/DISPOSAL OF TRASH/DEBRIS

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

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

5.0 WORK SCHEDULE

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

6.0 TERMINATION OF PERSONNEL

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

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

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

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

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

7.0 TRAFFIC CONTROL

7.1 The Supplier shall provide all traffic control plans and secure permits as required by the governing agency. Work zone requiring traffic control will be in accordance with Manual on Uniform Traffic Control Devices and the State of Florida Utility Accommodation Guide. The Supplier will provide the necessary trained traffic control personnel as set forth in the Utility Accommodation Guide. The cost of this plan shall be considered incidental to the cost of the project.

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

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

8.0 MATERIALS

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

9.0 INSPECTION

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

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

10.0 PROJECT COMPLETION

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

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

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

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

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

10.6 Proctor and soil density test results will be provided to OUC at the time of billing.

11.0 LICENSES / QUALITY ASSURANCE

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

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

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

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

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

12.0 BID PRICING REQUIREMENTS

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

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

13.0 SUPPLIER COMMUNICATIONS

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

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

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

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

Miscellaneous

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

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

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

D. The supplier shall assign a project superintendent. The superintendent shall have experience with this type of work.

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

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

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

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

I. The Supplier's office must be located within a forty (40) mile radius of the OUC Gardenia Facility.

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

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

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

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

ATTACHMENT E:

QUESTIONS

QUESTIONS

A. How soon after receipt of notice to proceed can you start? _____ (Days)

B. How long have you been in business? _____ (Years)

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

D. Payment for working Non-Normal Business Hours

If portions of the work were required to be performed during non-normal business hours would there be any additional charges?

Yes ____ No ____

If yes, explain what they would be, how they would be calculated, and how OUC could verify their appropriateness. (Please attached separate pages if needed)

E. Provide your Dun and Bradstreet number and a copy of your 2011, 2010 and 2009 financial statements.

F. How many full-time employees does your firm currently employ? __ # of employees

G. Indicate your Workman's Compensation Experience Modification Rating for the last 3 years.

H. Indicate:

a. OSHA Incidence Rate for the last 3 years

b. OSHA Frequency Rate for the last 3 years

(Number of Lost Time Cases x 200,000/Total Man-hours)

c. OSHA Severity Rate for the last 3 years

(Number of Lost Work Days x 200,000/Total Man-hours)

I. Please list at least three job references where the Supplier has successfully performed similar services (Please attached separate pages if needed)

1. Company Name: _____

Contact Name: _____

E-mail: _____

Address: _____

_____

Phone Number: _____

Fax Number: _____

2. Company Name: _____

   Contact Name: _____

   E-mail: _____

   Address: _____

   _____

   Phone Number: _____

   Fax Number: _____

3. Company Name: _____

   Contact Name: _____

   E-mail: _____

   Address: _____

   _____

   Phone Number: _____

   Fax Number: _____

SECTION IV

GENERAL TERMS AND CONDITIONS

FOR SERVICES

GC 1.0 ENTIRE CONTRACT.

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

GC 2.0 SCOPE.

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

GC 3.0 INSPECTION, ACCEPTANCE OR REJECTION OF GOODS AND SERVICES

All goods and services shall be subject to OUC's inspection at any time. OUC may accept or reject any or all goods and services within a reasonable time after receipt by OUC. The making or failure to make any inspection of, or payment for or acceptance of the goods and services shall in no way impair OUC's right to reject or revoke its acceptance of nonconforming goods and services, or to avail itself of any other remedies to which OUC may be entitled, notwithstanding OUC's knowledge of the nonconformity, its substantiality or ease of discovery.

GC 4.0 TITLE TO EQUIPMENT.

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

GC 5.0 SITE ACCESS CONDITIONS.

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

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

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

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

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

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

GC 6.0 DRUG FREE WORKPLACE.

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

GC 7.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY.

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

GC 8.0 INSURANCE.

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

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

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

8.1 Certificates of Insurance.

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

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

8.2 Additional Insureds.

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

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

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

8.3 Waiver of Subrogation.

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

8.4 Workers' Compensation and Employer’s Liability.

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

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

The liability limits shall not be less than:

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

8.5 Comprehensive Automobile Liability.

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

The liability limits shall not be less than:

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

8.6 Commercial General Liability.

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

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

The liability limits shall not be less than:

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

GC 9.0 WARRANTY .

The Supplier warrants that all the services furnished hereunder shall be produced and furnished in compliance with all applicable federal state and local laws, orders and regulations. OUC shall have the benefit of all warranties implied at law, and all express warranties made by the Supplier. Unless others specified herein, the Supplier shall obtain all permits necessary for performance under this Contract. Supplier warrants that the Services performed hereunder will reflect competent professional knowledge and judgment.

GC 10.0 PAYMENT OF INVOICES.

Payment of each Supplier invoice by OUC shall be made within thirty (30) Days after the date of receipt of Supplier's invoice and verification of compliance of the Services with the terms of the Specifications of the Bid Package. OUC reserves the right to withhold payment for any non-conforming Services provided by Supplier.

GC 11.0 INDEMNIFICATION.

Supplier shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its commissioners, officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) all third party claims for labor and materials furnished under the Specifications of the Bid Package for which OUC may become liable for payment under the laws of the state, (ii) the performance of Services by Supplier or any person or organization directly or indirectly employed by the Supplier to furnish any of the Services or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Contract by Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services, (iv) violations of applicable law by Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury or disease or death of third parties (including OUC employees and agents and those of Supplier), or damage to property caused by the negligence, strict liability or willful misconduct of the Supplier or any person or organization directly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable. Notwithstanding anything in this Section to the contrary, the liability of Supplier under this Section for the indemnification of OUC, its commissioners, officers, directors and employees shall not exceed the greater of (i) the price paid by OUC under the Contract for the Services or (ii) Two (2) Million Dollars

GC 12.0 TERMINATION FOR DEFAULT.

If the work to be done under this Contract is abandoned by the Supplier; or if this Contract is assigned by him without the written consent of the OUC; or if the Supplier is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Supplier or any of his property; or if he fails to properly manage the work; or if he persistently refuses or fails to supply enough properly skilled workmen or proper material; or if he fails to make prompt payment to Subcontractors for material or labor; if the performance of the work under this Contract is being unnecessarily delayed; the Supplier is violating any of the conditions of this Contract; he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then OUC may serve written notice upon the Supplier of said OUC's intention to terminate this Contract. Unless within 10 business days after the serving of such notice an arrangement satisfactory to OUC is made for continuance of this Contract. OUC may, at its option, terminate

this Contract. OUC may further pursue any rights or remedies to which it may be entitled at law or in equity.

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

GC 13.0 TERMINATION FOR OUC'S CONVENIENCE.

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

GC 14.0 LAWS AND REGULATIONS.

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

GC 15.0 TAXES AND PERMITS.

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

GC 16.0 INDEPENDENT CONTRACTOR.

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

GC 17.0 HAZARDOUS MATERIALS.

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

GC 18.0 REGULATORY COMPLIANCE.

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

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

(b) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and subsequent Hazardous and Solid Waste

Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U. S.C. §6901 et seq.;

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

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

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

GC 19.0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT.

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

GC 20.0 WAIVERS

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

GC 21.0 NO THIRD PARTY BENEFICIARIES.

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

GC 22.0 SEVERABILITY.

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

GC 23.0 ASSIGNMENT AND SUBLETTING OF CONTRACT.

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

GC 24.0 FINAL PAYMENT/WAIVER.

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

GC 25.0 CLAIMS FOR LABOR.

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

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

GC 26.0 BINDING EFFECT.

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

GC 27.0 TIME IS OF THE ESSENCE.

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

GC 28.0 RIGHT TO INSPECT/AUDIT DOCUMENTS.

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

GC 29.0 GOVERNING LAWS.

The validity, construction, and performance of the Contract, shall be governed exclusively by the laws of the State of Florida. Venue shall be any court of competent jurisdiction located in Orange County, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Contract.

GC 30.0 FORCE MAJEURE.

30.1 Supplier Force Majeure Delay.

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

30.2 Extension of Services Schedule.

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

30.3 OUC Termination for Excessive Delay.

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

GC 31.0 DISPUTE PROCESS.

31.1 General.

31.1.1 The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Section31.1.2 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

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

31.1.4 If the dispute has not been resolved by negotiation or mediation

as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.2 Disputes.

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

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

31.3 Payment Disputes.

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

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

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

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

31.4 Step Negotiations.

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

initiate mediation as provided hereinafter.

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

31.5 Mediation.

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

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

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

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

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

31.6 Litigation.

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

31.6.1.1 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the

procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

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

GC 32.0 OUC'S EQUIPMENT.

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

GC 33.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER.

It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that OUC shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by OUC. Supplier/Contractor agrees to rent/sell/lease all goods and to provide services to OUC on a first priority basis. OUC expects to pay contractual prices for all products or services required during an emergency situation. Supplier/Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

GC-34.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

Supplier warrants that it holds all right, title and interest to, or has sufficient license rights in, any patents, copyrights, trade secrets or other proprietary right necessary to perform the Services and produce the Work Products and any licensing fees or royalties required to allow OUC to utilize the Services and Work Products are included as part of the Contract Price for each Work Order. Supplier further warrants that OUC's (including its contractors and agents) use of the Services and Work Products shall not infringe upon the patents, copyright, trade secrets or other intellectual property of third parties. Supplier will, at its own expense, defend or at its option settle any suit or proceeding brought against OUC so far as based on an allegation that any Services or Work Products (or any part thereof), or use thereof for its intended purpose, constitutes an infringement of any patent, copyright, trade secret or other proprietary right of a third party. Supplier will pay the damages and costs awarded in any suit

or proceeding so defended. In case any suit or proceeding so defended is held to constitute infringement or its use by OUC is enjoined, Supplier will, at its option and its own expense, either: (a) procure for OUC the right to continue using said Services or Work Products; (b) replace them with substantially equivalent non-infringing Services or Work Products; or (c) modify them so they become non-infringing.

January 31, 2013

To: All Prospective Proposers:
From: Arlene Guffin, Buyer
Subject: Addendum No. 1 RFP13 3398 OQ Concrete & Asphalt Repair and Restoration

The purpose of this Addendum is to address clarifications or questions in response to the subject solicitation.

Question 1

Would you please have the following questions answered?

Item 1.7.0 Traffic Control of the specifications:

Item 7.1 States that the supplier shall provide all traffic control plans as required by the governing agency and the cost of the plan will be incidental to the cost of the project. All barricade companies charge for these MOT plans and the cost of each plan is based on the required MOT. There is no way that a Contractor would know what these plans would cost. I propose that a item be added to recoup the cost associated with each plan required with the invoice being used for documentation.

2. Item 7.2 states that the supplier will be responsible for all traffic control devices such as barricades, lights, steel plates, and arrow boards. And shall be incidental to the overall project and the cost for the use of these devices shall be included. It is my position that until a traffic control plan has been approved by the governing agency that you would not have any way of knowing the requirements of the signage, arrow boards, advance warning devices etc. I propose a line item be added to cover large roadway or intersection repairs Mot signage. Typical barricades and signage could be included for sidewalk and patch repairs in the unit pricing.

Response 1

The selected Supplier will provide a cost to OUC for the MOT services at the time they are needed and shall include any costs associated with the plan. OUC will determine whether or not to use the supplier's services for MOT. If the supplier provides the MOT set up, the supplier will bill this as a separate line item on the invoice and provide OUC a copy of the invoice from the vendor the supplier used to provide said services. This applies to both of the above questions.

Question 2

Will there be a pre-bid meeting?

Response 2

No

Question 3

Is there an engineer's estimate?

Response 3

No

Question 4

What is the amount of liquidated damages?

Response 4

Liquidated damages will be equivalent to the value of the bid bond which shall be five percent (5%) of the proposal price schedule. See A.22 Bid Bond of the RFP.

Question 5

What is the total time to complete project?

Response 5

There will be various projects and per the RFP specification Section 2.0, "All concrete and asphalt repair and restoration work must be completed within ten (10) calendar days from the notification by OUC".

Question 6

Are there any requirements pertaining to M/WBE?

Response 6

Minority Business Enterprise (MBE's) - is defined as a business firm whose principal place of business is at least 51 percent (51%) owned by minority group members, or in the case of a publicly owned business, at least 51 percent (51%) of the stock of which is owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. MBE's must be officially certified or recognized by an approved certifying authority.

Women Business Enterprise (WBE) - is defined as a business firm whose principal place of business is at least 51 percent (51%) owned by women, or in the case of a publicly owned business, at least 51 percent (51%) of the stock of which is owned by women. The women ownership must exercise actual day-to-day management and control of the business. WBE's must be officially certified or recognized by an approved certifying authority.

Replacement pages of RFP

Please use the attachment pages as replacements in RFP13 3398 OQ.

Reminder:

RFP responses are due on or before 2:00 PM EST TIME, February 6, 2013 at OUC's Supply Chain Management Pershing Office.

Your proposal response must acknowledge Addendum No. 1 was received **or your bid may be considered non-responsive**. In other respects, except as specifically stated above, the subject request for Proposal remains unchanged.

Note:
There shall be no communication between the supplier, their employees or subcontractors concerning this RFP to anyone within OUC except the buyer of record.

Exceptions to this time are as follows:

2.1 Priority 1- High Pedestrian Area Emergency
High pedestrian traffic area EMERGENCY WORK is considered PRIORITY 1 and MUST be completed within one (1) calendar day from notification by OUC.

2.2 Priority 2- Emergency Work
All other emergency work is considered PRIORITY 2 and MUST be completed within three (3) calendar days from notification by OUC.

3.0 BILLING

3.1 Upon completion of a project, the Supplier MUST bill OUC within 30 days.

3.2 Payment will be made only on completed projects.

3.3 The Supplier may, at their option, bill OUC once a month for projects completed during the month.

3.4 The billing must include the name and address of the project for each project.

4.0 REMOVAL/DISPOSAL OF TRASH/DEBRIS

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

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

5.0 WORK SCHEDULE

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

6.0 TERMINATION OF PERSONNEL

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

Line Item	Increment		Cost Per Unit		Approximate Units	Estimated Amount
52.	4” Solid	@	_____	/lin. ft.	10	_____
53.	6” Solid	@	_____	/lin. ft.	10	_____
54.	8” Solid	@	_____	/lin. ft.	10	_____
55.	12” Solid	@	_____	/lin. ft.	10	_____
56.	18” Solid	@	_____	/lin. ft.	10	_____
57.	24” Solid	@	_____	/lin. ft.	10	_____
58.	6” Skip	@	_____	/lin. ft.	20	_____
59.	Directional Arrow	@	_____	each	5	_____
60.	Message	@	_____	each	5	_____
61.	Reflective Marker	@	_____	each	5	_____
				Total Amount of Bid		_____

EMERGENCY WORK

Please state the percentage mark-up for all work performed as emergency work priority 1 and 2 as described in section 2.0 RESPONSE TIME (see SECTION III Specification and Requirement):

EMERGENY PRIORITY 1 WORK _____%

EMERGENY PRIORITY 2 WORK _____%

NOTES:

1. Pricing is to Include All Equipment, Travel Time, Materials, Labor and Any Other items as specified.

2. The pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting, and dumping rubble in a properly licensed, local, state, or federal dump site.

SUPPLIER’S PROPOSAL

OUC

The *Reliable* One®

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

CONCRETE & ASPHALT REPAIR AND RESTORATION

REQUEST FOR PROPOSAL (RFP)

RFP13 3398 OQ

COMMISSIONERS

DAN KIRBY	President
CRAIG MCALLASTER	First Vice President
LINDA FERRONE	Second Vice President
MAYLEN DOMINGUEZ	Immediate Past President
BUDDY DYER	Mayor/Commissioner
KENNETH P. KSIONEK	General Manager & CEO

RFP

ISSUE DATE: January 23, 2013

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THE FOLLOWING POLICY AND PROCEDURE REQUIREMENTS MAY BE FOUND ON THE ORLANDO UTILITIES COMMISSION'S WEBSITE, www.ouc.com, BY SCROLLING DOWN TO THE BOTTOM OF THE HOME PAGE AND SELECTING "SUPPLIER INFORMATION".

- SUPPLIER DIVERSITY POLICY
- ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY
- CONTRACTOR SECURITY POLICY
- GENERIC CONTRACTOR ORIENTATION PACKAGE
- BID PROTEST PROCEDURE

PROPOSAL SUBMITTAL FORMAT

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR PROPOSAL:

COVER PAGE

TAB 1 - OUC Compliance Forms **(Attachment A)**

- Declaration & Signature
- Sworn Statement on Public Entity Crimes and Scrutinized Companies (Notarized)
- Dispute Disclosure
- Exceptions
- Notice of Negotiation Procedure Form
- Acknowledgement of Addenda (if applicable)
- Compliance Under Section 255.05, Florida Statutes On Payment and Performance Bond (when required)
- Bid Bond

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- Copy of Company's Business License
- Copy of Insurance Certificate
- W-9 Form

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- Price Schedule

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- Questions

If awarded the contract, the performance bond will be issued on an annually renewable basis. Non-renewal by the surety does not constitute default.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we All Terrain Tractor Service, Inc.
(Here insert full name and address or legal title of Contractor)
949 Shadick Dr., Orange City, FL 32763
as Principal, hereinafter called the Principal, and Merchants Bonding Company
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive, Des Moines, IA 50321-1158
a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto Orlando Utilities Commission
(Here insert full name and address or legal title of Owner)
5971 Pershing Avenue, Orlando, FL 32822
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ ---5%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
RFP13 3398 OQ, Concrete & Asphalt Repair and Restoration,

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of February 2013

Melissa R Taylor
(Witness)

All Terrain Tractor Service, Inc.
(Principal) (Seal)

(Title)

Anita Navarro
(Witness)

Merchants Bonding Company
(Surety) (Seal)

(Title)

Don Bramlage, Attorney-in-Fact
and Florida Licensed Resident Agent

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Jeffrey W. Reich, Susan L. Reich, Teresa L. Durham, Kim E. Niv, Leslie M. Donahue,
Patricia L. Slaughter, Don Bramlage, Gloria A. Richards, Lisa Roseland, Cheryl Foley

of Maitland and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION ($5,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of January , 2012 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 12th day of January , 2012 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

MARANDA GREENWALT
Commission Number 770312
My Commission Expires
October 28, 2014

Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of February , 2013

William Warner Jr.
Secretary

COVER PAGE

RFP NUMBER: 13 3398 OQ

RFP NAME: Concrete & Asphalt Repair

DATE: 2-6-13

SUPPLIER NAME: All Terrain Tractor Service, Inc.

ADDRESS: 949 Shadick Dr.
Orange City, fl 32763

CONTACT NAME: Jody H. Bass

TELEPHONE NUMBER: 386-218-6969

TELEFAX NUMBER: 386-218-6970

EMAIL ADDRESS: Jody@AllTerrainTractorService.com

Note:

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

Name: Junie Crow Telephone No. 386-804-3244

Name: Missy Tompkins Telephone No. 386-218-6969

ATTACHMENT A:

COMPLIANCE FORMS

EXCEPTIONS

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

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

No exceptions will be allowed after the proposal is submitted.

Please check one:

☒ None

☐ Exceptions: _____

_____

_____

_____

_____

_____

_____

_____

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

NOTICE OF NEGOTIATION PROCEDURE

The undersigned Proposer, having read and examined the specifications and documents for the designated goods and/or services hereby acknowledges that OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible proposal(s). Proposer understands that OUC shall evaluate all proposals and may then initiate negotiations with the highest ranked Proposer in order to achieve the best and final offer, terms, and price. If no agreement is reached with the highest ranked Proposer, OUC will negotiate with each subsequent Proposer in the ranking until an acceptable deal is reached or all Proposers have been rejected. The undersigned acknowledges and understands that if all Proposers are rejected, OUC has the option of re-bidding the goods and/or services requested

Christine E. Crow
Authorized Signature

Christine E Crow
Printed Name

President
Title

2/5/13
Date

ADDENDA

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

Addendum No. 1 Joy M. Barr Estimator Dated 2-1-13

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

ATTACHMENT B:

COPY OF COMPANY'S BUSINESS LICENSE AND ANY OTHER REQUIRED LICENSE

CERTIFICATE OF INSURANCE

W-9 FORM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2012

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

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

PRODUCER	CONTACT NAME: Melissa Adrian, CPSR
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	24112
INSURER B: Bridgefield Casualty Ins Co	10335
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All Terrain Tractor Service Inc.
949 Shadick Dr

Orange City FL 32763

COVERAGES CERTIFICATE NUMBER: CL1212308827 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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			CWP7332750	12/15/2012	12/15/2013	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 $ 150,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CWP7332750	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $			CWP7332750	12/15/2012	12/15/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		196-29236	11/30/2012	11/30/2013	[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
A	Rented/Leased Equipment			CWP7332750	12/15/2012	12/15/2013	Limit	$350,000

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

CERTIFICATE HOLDER

"Proof of Coverage"

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Hosey/ASHOOK

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2012/ 2013

Volusia County Business Tax Receipt

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

Volusia County
FLORIDA

Receipt # 200604050012 Expires: September 30, 2013
Business Location: 949 SHADICK DR

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

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200	6	$22.00
Fence Installation	471FI	6	$54.00
Business Service	471	6	$0.00
Hazardous Waste Fee	820	0	$35.00
Business Service	471	6	$54.00
Business Service	471	6	$0.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

DATE PAID: 07/09/2012
PAYMENT RECEIPT #: 053-11-00009871

TOTAL TAX: 165.00
PENALTY: 0.00
TOTAL PAID: 165.00

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

Receipt # 200604050012 Expires: September 30, 2013
Business Location: 949 SHADICK DR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
All Terrain Tractor Service Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 390958

Requester's name and address (optional)

City, state, and ZIP code
Deltona FL 32739

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
| | | |

or

Employer identification number
84 1162001

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-9-13

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PRICE SCHEDULE – Concrete & Asphalt Repair

The unit pricing shall be firm for the full period of the contract. A fully loaded and included unit pricing shall include all labor, travel time, material, equipment rental, consumable, tools, overhead and profit, etc. required to perform the tasks described herein.

Line Item	Increment	Cost Per Unit	Approximate Units	Estimated Amount
	Asphalt pavement per 1½" layer			
1.	10 sq. yds. or less	@ 24.00 /sq. yd.	215	5160
2.	10.1 to 30 sq. yds.	@ 21.00 /sq. yd.	210	4410
3.	Over 30 sq. yds.	@ 16.00 /sq. yd.	750	12,000
	Asphalt pavement per each add'l. ½" layer thickness			
4.	10 sq. yds. or less	@ 6.00 /sq. yd.	150	900
5.	10.1 to 30 sq. yds.	@ 5.50 /sq. yd.	200	1,100
6.	Over 30 sq. yds.	@ 3.00 /sq. yd.	2500	7,500
	Asphalt pavement 1" thickness (overlay)			
7.	10 sq. yds. or less	@ 16.50 /sq. yd.	15	247.50
8.	10.1 to 30 sq. yds.	@ 16.00 /sq. yd.	15	240.00
9.	Over 30 sq. yds.	@ 15.70 /sq. yd.	15	235.50
	FC-4 Asphalt Friction Course 1" thickness (overlay)			
10.	10 sq. yds. or less	@ 27 /sq. yd.	15	405
11.	10.1 to 30 sq. yds.	@ 27 /sq. yd.	15	405
12.	Over 30 sq. yds.	@ 27 /sq. yd.	15	405
	FC-2 Asphalt Friction Course 5/8" thickness (overlay)			
13.	10 sq. yds. or less	@ 27 /sq. yd.	15	405
14.	10.1 to 30 sq. yds.	@ 27 /sq. yd.	15	405
15.	Over 30 sq. yds.	@ 27 /sq. yd.	15	405

Line Item	Increment	Cost Per Unit	Approximate Units	Estimated Amount
4" Concrete (sidewalk or driveway)				
16.	10 sq. yds. or less	@ 51.50 /sq. yd.	15	772.50
17.	10.1 to 20 sq. yds.	@ 48.30 /sq. yd.	30	1449.00
18.	Over 20 sq. yds.	@ 35.90 /sq. yd.	30	1,077
6" Concrete (sidewalk or driveway)				
19.	10 sq. yds. or less	@ 66.90 /sq. yd.	15	1003.50
20.	10.1 to 20 sq. yds.	@ 64.40 /sq. yd.	15	966.00
21.	Over 20 sq. yds.	@ 63.50 /sq. yd.	60	3810.00
8" Concrete (sidewalk or driveway)				
22.	10 sq. yds. or less	@ 82.30 /sq. yd.	15	1234.50
23.	10.1 to 20 sq. yds.	@ 81.10 /sq. yd.	15	1216.50
24.	Over 20 sq. yds.	@ 77.95 /sq. yd.	15	1169.25
6" x 16" Straight or Radius Upright Curb				
25.	20 lin. ft. or less	@ 25 /lin. ft.	25	625
26.	Over 20 lin. ft.	@ 21 /lin. ft.	15	315
2 ft. Curb & Gutter Section or Radius				
27.	20 lin. ft. or less	@ 30 /lin. ft.	30	900
28.	Over 20 lin. ft.	@ 24 /lin. ft.	15	360
Density Tests: By Certified Testing Lab (when required by agency inspector)				
29.	Soil Proctor Test	@ 160 each	15	2400
30.	Soil Density Test	@ 55 each	15	825
8" Concrete Roadway Replacement (broom finished)				
31.	10 sq. yds. or less	@ 93 /sq. yd.	15	1395
32.	Over 10 sq. yds.	@ 91 /sq. yd.	15	1365
8" Concrete Road Base (unfinished)				
33.	10 sq. yds. or less	@ 21 /sq. yd.	15	315
34.	Over 10 sq. yds.	@ 17 /sq. yd.	200	3400

Line Item	Increment	Cost Per Unit	Approximate Units	Estimated Amount
	Surface Prep. for Limerock			
35.	10 sq. yds. or less	@ 9.50 /sq. yd.	15	142.50
36.	Over 10 sq. yds.	@ 7.50 /sq. yd.	15	112.50
	8" Limerock Road Base			
37.	10 sq. yds. or less	@ 16.00 /sq. yd.	15	240.00
38.	Over 10 sq. yds.	@ 15.00 /sq. yd.	15	225.00
	Limerock Road Base per each add'l. 2" layer thickness			
39.		@ 4.50 /sq. yd.	15	67.50
	Remove Asphalt and Dump			
41.	10 sq. yds. or less	@ 7.00 /sq. yd.	90	630.00
42.	10.1 to 20 sq. yds.	@ 6.50 /sq. yd.	80	520.00
43.	20.1 to 40 sq. yds.	@ 6.00 /sq. yd.	110	1160.00
44.	Over 40 sq. yds.	@ 5.25 /sq. yd.	775	4,068.75
	Remove Concrete and Dump			
45.	10 sq. yds. or less	@ 8.00 /sq. yd.	15	120.00
46.	10.1 to 30 sq. yds.	@ 7.50 /sq. yd.	25	187.50
47.	Over 30 sq. yds.	@ 6.00 /sq. yd.	40	240.00
	Remove Limerock and Dump			
48.	10 sq. yds. or less	@ 5.00 /sq. yd.	15	75.00
49.	10.1 to 20 sq. yds.	@ 4.75 /sq. yd.	15	71.25
50.	20.1 to 40 sq. yds.	@ 4.50 /sq. yd.	15	67.50
51.	Over 40 sq. yds.	@ 4.75 /sq. yd.	195	828.75
	Stripes & Lines – white & yellow (to DOT Standards)			

Line Item	Increment	Cost Per Unit	Approximate Units	Estimated Amount
52.	4" Solid	@ 1.40 /lin. ft.	10	14.00
53.	6" Solid	@ 1.80 /lin. ft.	10	18.00
54.	8" Solid	@ 2.20 /lin. ft.	10	22.00
55.	12" Solid	@ 2.40 /lin. ft.	10	24.00
56.	18" Solid	@ 2.80 /lin. ft.	10	28.00
57.	24" Solid	@ 3.00 /lin. ft.	10	30.00
58.	6" Skip	@ 1.50 /lin. ft.	20	30.00
59.	Directional Arrow	@ 40.00 each	5	200.00
60.	Message	@ 80.00 each	5	400.00
61.	Reflective Marker	@ 15.00 each	5	75.00
			Total Amount of Bid	07918.50

EMERGENCY WORK

Please state the percentage mark-up for all work performed as emergency work priority 1 and 2 as described in section 2.0 RESPONSE TIME (see SECTION III Specification and Requirement):

EMERGENY PRIORITY 1 WORK 14 %

EMERGENY PRIORITY 2 WORK 07 %

NOTES:

1. Pricing is to Include All Equipment, Travel Time, Materials, Labor and Any Other items as specified.

2. The pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting, and dumping rubble in a properly licensed, local, state, or federal dump site.

ATTACHMENT D:

SUBCONTRACTORS/ POTENTIAL COST SAVINGS ALTERNATIVE

SUBCONTRACTORS

Below or on an attached sheet, list your proposed Subcontractors for this project. If you are not sure of the Subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting. Also by each Subcontractor state if they are a Minority or Women owned business.

Striping and Markings.

POTENTIAL COST SAVING ALTERNATIVE

(Use additional paper, if necessary)

None

QUESTIONS

A. How soon after receipt of notice to proceed can you start? 5 (Days)

B. How long have you been in business? 9 (Years) (7yr incorporated)

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

D. Payment for working Non-Normal Business Hours

If portions of the work were required to be performed during non-normal business hours would there be any additional charges?

Yes X No ____ 15% on Labor only. NO Extra on Equipment.

Price will vary Due to Asphalt/concrete Plant Open or not.

If yes, explain what they would be, how they would be calculated, and how OUC could verify their appropriateness. (Please attached separate pages if needed)

Will be Extra for Lights Nightwork $245.00 Per Night.

E. Provide your Dun and Bradstreet number and a copy of your 2011, 2010 and 2009 financial statements. 03-252-0775 a linked also 62-802-5129

F. How many full-time employees does your firm currently employ? 11 # of employees

G. Indicate your Workman's Compensation Experience Modification Rating for the last 3 years. 1.00

H. Indicate:

a. OSHA Incidence Rate for the last 3 years ∅ ACCIDENTS

b. OSHA Frequency Rate for the last 3 years ∅

(Number of Lost Time Cases x 200,000/Total Man-hours)

c. OSHA Severity Rate for the last 3 years ∅

(Number of Lost Work Days x 200,000/Total Man-hours)

I. Please list at least three job references where the Supplier has successfully performed similar services (Please attached separate pages if needed)

1. Company Name: ____

Contact Name: ____

E-mail: ____ SEE ATTACHED

Address: ____

CONTACTS

Girard Environmental Services
P.O. Box 1119
Sanford, FL 32772
Dan Franz 407-209-4525 Cell
Fax 407-302-5573

Johnson-Laux Construction
8100 Chancellor Dr
Suite 165
Orlando, FL 32809
John Toth
407-770-2180
Fax: 407-770-218

Terra Firma Construction management Inc
3920 Edgewater Dr # 100
Orlando, FL 32804
Gary Jensen
(407) 294-5656
Fax: 407 - 294 - 5576

City of DeBary
16 Colomba Rd
DeBary, FL 32713
Alan Williamson
386-668-2040 ext 323
Fax 386-668-9743

City of Orange City
426 S. Volusia Ave.
Orange City, FL 32763
John Davis
386-775-5454

City of Orange City
Public Works
1100 S. Thorpe Ave
Orange City, FL 32763
Paul Johnson
Phone: 386-775-5447
Fax: 386-775-5448

Ovation Construction Company, Inc.
P. O. Box 621287
Oviedo, FL 32762
Bert Karpinski
407 - 722 – 4161
Fax: 866 - 431 – 6032

Year	Manufactu	Model	Description
2010	Hustler	Zero Turn	Mower - 60 inch
2011	Gravely		Zero Turn Mower 60 in deck
2000	Kubota	L4300E	Tractor Type
2002	Wacker		Traffic Roller
2002	Scag		Walk Behind Mower
2008	Caterpillar	247B 2	Skid Steer
2010	Kubota	M9540HD1	
2012	Caterpillar	257B3	Skid Steer
2008	John Deere	544	Loader
2006	F-650 Dump truck		

Compactors, Hand Tools, Electric Trowel

ALL TERRAIN TRACTOR SERVICE, INC.
STATEMENT OF INCOME AND EXPENSE

for EIGHT MONTHS ENDED AUGUST 31, 2012

	Year To Date		
Revenues:			
Sales	1,042,291.86		
Total Revenues:		$ 1,042,291.86	100.00%
Cost of Sales:			
Cost of Sales - Materials	255,494.90		
Cost of Sales - Equipment	90,396.86		
Cost of Sales - Subcontract	89,872.23		
Cost of Sales - Other	82,899.48		
Total Cost of Sales:		518,663.47	49.76%
Gross Profit:		**523,628.39**	50.24%
Operating Expenses:			
Advertising	6,285.68		
Auto Expense	12,672.41		
Bank Service Charges	97.81		
Computer & Internet Expense	5,201.59		
Depreciation Expense	-		
Dues & Subscriptions	1,754.95		
Insurance	22,644.59		
Licenses and Permits	1,754.95		
Meals	4,108.86		
Office Supplies	3,764.35		
Payroll Expense	245,809.42		
Professional Fees	5,697.95		
Telephone Expense	2,178.43		
Repairs & Maintenance	59,312.37		
Utilities	3,754.44		
Total Operating Expenses		375,037.80	35.98%
Current E B I T A		148,590.59	14.26%
Non Operating Expenses:			
Taxes - Other	-		
Interest Expense	-		
Total Non Operating Expenses		-	0.00%
Net Income (Loss)		$ 148,590.59	14.26%

ALL TERRAIN TRACTOR SERVICE, INC.
STATEMENT OF INCOME AND EXPENSE

for TWELVE MONTHS ENDED DECEMBER 31, 3011

	Year To Date		
Revenues:			
Sales	1,100,281.53		
Total Revenues:		$ 1,100,281.53	100.00%
Cost of Sales:			
Cost of Sales - Materials	394,304.72		
Cost of Sales - Equipment	53,157.01		
Cost of Sales - Subcontract	21,602.00		
Cost of Sales - Other	43,667.89		
Total Cost of Sales:		512,731.62	46.60%
Gross Profit:		**587,549.91**	53.40%
Operating Expenses:			
Advertising	15,488.44		
Auto Expense	16,472.06		
Bank Service Charges	136.71		
Computer & Internet Expense	5,201.59		
Depreciation Expense	8,533.32		
Dues & Subscriptions	177.00		
Insurance	13,565.50		
Licenses and Permits	1,031.94		
Meals	4,243.20		
Office Supplies	6,850.59		
Payroll Expense	397,399.17		
Professional Fees	7,081.23		
Telephone Expense	6,508.37		
Repairs & Maintenance	21,288.85		
Utilities	5,756.84		
Total Operating Expenses		509,734.81	46.33%
Current E B I T A		77,815.10	7.07%
Non Operating Expenses:			
Taxes - Other	-		
Interest Expense	3,015.80		
Total Non Operating Expenses		3,015.80	0.27%
Net Income (Loss)		$ 74,799.30	6.80%

ALL TERRAIN TRACTOR SERVICEES, INC.
STATEMENT OF INCOME AND EXPENSE

for YEAR ENDED DECEMBER 31, 2010

	Year To Date		
Revenues:			
Sales	1,165,068.17		
Total Revenues:		$ 1,165,068.17	100.00%
Cost of Sales:			
Cost of Sales - Supplies	667,831.31		
Cost of Sales - Subcontractors	144,850.63		
Cost of Sales - Equipment Rental & Repairs	44,096.19		
Total Cost of Sales:		856,778.13	73.54%
Gross Profit:		**308,290.04**	26.46%
Operating Expenses:			
Advertising	4,500.14		
Automobile Expense	43,463.16		
Bank Service Charges	27.00		
Computer & Internet	486.65		
Consulting	18,550.00		
Dues & Subscriptions	356.11		
Gifts	1,611.95		
Insurance	12,186.47		
Licenses and Permits	1,103.50		
Management Fees	-		
Office Supplies	7,212.60		
Postage	103.00		
Professional Fees	2,318.90		
Payroll - Officer	42,400.00		
Payroll - OfficerTaxes	3,488.50		
Payroll - Labor	43,800.00		
Payroll - Labor Taxes	3,599.54		
Payroll - Worker Comp Insurance	4,942.03		
Payroll - Service	3,631.30		
Rent	2,050.00		
Small Tools & Equipment	2,215.26		
Telephone	9,688.31		
Tolls	1,540.00		
Travel & Meals	20,960.25		
Uniforms	2,157.13		
Utilities	458.79		
Total Operating Expenses		232,850.59	19.99%
Current E B I T A		75,439.45	6.48%
Non Operating Expenses:			
Interest	1,119.23		
Dividend Income	(138.15)		
Total Non Operating Expenses		981.08	0.08%
Net Income (Loss)		$ 74,458.37	6.39%

FIRST AMENDMENT
To
The Contract for Concrete and Asphalt Repair and Restoration
Between
Orlando Utilities and Commission
and
All Terrain Tractor Service, Inc. Dated March 12, 2013

This First Amendment to the Contract for Concrete and Asphalt Repair and Restoration dated March 12, 2013 (this "Amendment") is entered into this 16th day of December, 2015, by and between **ORLANDO UTILITIES COMMISSION** ("Owner") and **ALL TERRAIN TRACTOR SERVICE, INC.** ("Supplier") and shall be effective as of March 12, 2016. The Owner and Supplier shall be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Supplier was the successful bidder to Owner's Bid Proposal 3398 OQ for the provision of concrete and asphalt repair and restoration services; and

WHEREAS, the Parties entered that certain agreement for the provision of concrete and asphalt repair and restoration services (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to allow for a one-year extension and a price increase in accordance with the terms thereof.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitations**. The above recitals are true and correct and are hereby incorporated herein.

2. **Definitions**. Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Agreement, unless changed herein.

3. **Term**. The term shall be extended for one-year commencing on March 13, 2016 and ending of March 12, 2017.

3. **Pricing.** The Price Schedule submitted by Supplier in its proposal as set forth in Exhibit "C" to Agreement shall be deleted in its entirety and replaced with the new Exhibit "C" which is attached hereto and incorporated herein. The Pricing as outlined herein in Exhibit "C" shall be effective on March 12, 2016.

Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement (including any prior amendments), the terms set forth in this Amendment shall control and govern. The modifications shall remain in full force and effect during the extended term.

IN WITNESS WHEREOF, Owner and Supplier have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials.

ATTEST:

Attest: Elizabeth M Matson

Print Name: ELIZABETH M MATSON

Title: ASSISTANT SECRETARY

Date: 1/7/16

ORLANDO UTILITIES COMMISSION

By: _____

Print Name: Kenneth P. Ksionek

Title: General Manager and CEO

Date: 1/7/16

WITNESS:

By: _____

Print Name: Bridget Marinkov

Title: Receptionist

Date: 12-23-15

ALL TERRAIN TRACTOR SERVICE, INC.

By: Celina Paradis

Print Name: Celina Paradis

Title: Office Manager

Date: 12/23/15

Approved as to form and legality
OUC Legal Department
DATE: 1/6/16 BY: _____

EXHIBIT C

EXHIBIT C

PRICE SCHEDULE (Effective March 12, 2016)

The unit pricing shall be firm for the full period of the contract. A fully loaded and included unit pricing shall include all labor, travel time, material, equipment rental, consumable, tools, overhead and profit, etc. required to perform the tasks described herein.

Line Item	Increment		Cost Per Unit		Approximate Units	Estimated Amount	New Amount
Asphalt pavement per 1½" layer							
1	10 sq. yds. or less	@	25.00	/sq. yd.	215	5160	5375
2	10.1 to 30 sq. yds.	@	22.00	/sq. yd.	210	4410	4620
3	Over 30 sq. yds.	@	17.00	/sq. yd.	750	12,000	12750
Asphalt pavement per each add'l. ½" layer thickness							
4	10 sq. yds. or less	@	7.00	/sq. yd.	150	900	1050
5	10.1 to 30 sq. yds.	@	6.50	/sq. yd.	200	1,100	1300
6	Over 30 sq. yds.	@	4.00	/sq. yd.	2500	7,500	10000
Asphalt pavement 1" thickness (overlay)							
7	10 sq. yds. or less	@	17.50	/sq. yd.	15	247.50	262.50
8	10.1 to 30 sq. yds.	@	17.00	/sq. yd.	15	240.00	255.00
9	Over 30 sq. yds.	@	16.70	/sq. yd.	15	235.50	250.50
FC-4 Asphalt Friction Course 1" thickness (overlay)							
10	10 sq. yds. or less	@	28.00	/sq. yd.	15	405	420.00
11	10.1 to 30 sq. yds.	@	28.00	/sq. yd.	15	405	420.00
12	Over 30 sq. yds.	@	28.00	/sq. yd.	15	405	420.00
FC-2 Asphalt Friction Course 5/8" thickness (overlay)							
13	10 sq. yds. or less	@	28.00	/sq. yd.	15	405	420.00
14	10.1 to 30 sq. yds.	@	28.00	/sq. yd.	15	405	420.00
15	Over 30 sq. yds.	@	28.00	/sq. yd.	15	405	420.00
4" Concrete (sidewalk or driveway)							
16	10 sq. yds. or less	@	52.50	/sq. yd.	15	772.50	787.50
17	10.1 to 20 sq. yds.	@	49.30	/sq. yd.	30	1,449.00	1479
18	Over 20 sq. yds.	@	36.90	/sq. yd.	30	1,072.00	1107
6" Concrete (sidewalk or driveway)							

19	10 sq. yds. or less	@	67.90	/sq. yd.	15	1,003.50	1018.50
20	10.1 to 20 sq. yds.	@	65.40	/sq. yd.	15	966.00	981
21	Over 20 sq. yds.	@	64.50	/sq. yd.	60	3,810.00	3870
8" Concrete (sidewalk or driveway)							
22	10 sq. yds. or less	@	83.30	/sq. yd.	15	1,234.50	1249.50
23	10.1 to 20 sq. yds.	@	82.10	/sq. yd.	15	1,216.50	1231.50
24	Over 20 sq. yds.	@	78.95	/sq. yd.	15	1,169.25	~~118.25~~ 1184.25
6" x 16" Straight or Radius Upright Curb							
25	20 lin. ft. or less	@	25.50	/lin. ft.	25	625	637.50
26	Over 20 lin. ft.	@	21.50	/lin. ft.	15	315	322.50
2 ft. Curb & Gutter Section or Radius							
27	20 lin. ft. or less	@	30.50	/lin. ft.	30	900	915.00
28	Over 20 lin. ft.	@	24.50	/lin. ft.	15	350	367.50
Density Tests: By Certified Testing Lab (when required by agency inspector)							
29	Soil Proctor Test	@	160	each	15	2,400	X
30	Soil Density Test	@	55	each	15	825	X
8" Concrete Roadway Replacement (broom finished)							
31	10 sq. yds. or less	@	94.00	/sq. yd.	15	1395	1410
32	Over 10 sq. yds.	@	92.00	/sq. yd.	15	1365	1380
8" Concrete Road Base (unfinished)							
33	10 sq. yds. or less	@	22.00	/sq. yd.	15	315	330
34	Over 10 sq. yds.	@	18.00	/sq. yd.	200	3,400	3600
Surface Prep. for Limerock							
35	10 sq. yds. or less	@	10.50	/sq. yd.	15	142.50	157.50
36	Over 10 sq. yds.	@	8.50	/sq. yd.	15	112.50	127.50
8" Limerock Road Base							
37	10 sq. yds. or less	@	17.00	/sq. yd.	15	240.00	255
38	Over 10 sq. yds.	@	16.00	/sq. yd.	15	225	240
Limerock Road Base per each add'l. 2" layer thickness							
39		@	5.50	/sq. yd.	15	67.50	82.50
Remove Asphalt and Dump							
41	10 sq. yds. or less	@	8.00	/sq. yd.	90	630.00	720
42	10.1 to 20 sq. yds.	@	7.50	/sq. yd.	80	520.00	600
43	20.1 to 40 sq. yds.	@	7.00	/sq. yd.	110	660.00	770
44	Over 40 sq. yds.	@	625.00	/sq. yd.	775	4068.75	4843.75
Remove Concrete and Dump							
45	10 sq. yds. or less	@	9.00	/sq. yd.	15	120.00	135
46	10.1 to 30 sq. yds.	@	8.50	/sq. yd.	25	187.50	212.50
47	Over 30 sq. yds.	@	7.00	/sq. yd.	40	240.00	280

Remove Limerock and Dump

48	10 sq. yds. or less	@	6.00	/sq. yd.	15	75.00	90
49	10.1 to 20 sq. yds.	@	5.75	/sq. yd.	15	71.25	86.25
50	20.1 to 40 sq. yds.	@	5.50	/sq. yd.	15	67.50	82.50
51	Over 40 sq. yds.	@	5.25	/sq. yd.	195	828.75	1023.75

Stripes & Lines – white & yellow (to DOT Standards)

52	4" Solid	@	1.40	/lin. ft.	10	14.00	X
53	6" Solid	@	1.80	/lin. ft.	10	18.00	X
54	8" Solid	@	2.20	/lin. ft.	10	22.00	X
55	12" Solid	@	2.40	/lin. ft.	10	24.00	X
56	18" Solid	@	2.80	/lin. ft.	10	28.00	X
57	24" Solid	@	3.00	/lin. ft.	10	30.00	X
58	6" Skip	@	1.50	/lin. ft.	20	30.00	X
59	Directional Arrow	@	40.00	each	5	200.00	X
60	Message	@	80.00	each	5	400.00	X
61	Reflective Marker	@	15.00	each	5	75.00	X

Emergency Work

62	Priority 1 Within 24 hrs of notice	@	14	%
62	Priority 2	@	7	%

TOTAL BEFORE	$67,918.50
NEW TOTAL	$74,026.00

Notes:

1. Pricing is to include all equipment, travel time, materials, labor and any other items as specified.

2. Pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting and dumping rubble in a properly licensed Local, State or Federal dump site.

Legislation Details (With Text)

File #:	17-3	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	12/15/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve a Resolution Amending the FY2017 Budget for Emergency Generator Rental from Ring Power Corporation Florida, Orlando and to Approve the Continuation of Work for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-03 BAF-UT - 4020-Ring Power (1-10-17)~ Agenda 17-3 - FY17 (2).pdf Ring Power email from Dave & Jack for Emergency Generator Repair Rental Ring Power Quote Ring Power Rental Agreement 0105 RING POWER CORPORATION - Generator rental .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2016
Agenda Date: January 10, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2017 Budget for Emergency Generator Rental from Ring Power Corporation Florida, Orlando and to Approve the Continuation of Work for the Dyal Water Treatment Plant

BACKGROUND:

In early May 2016, the Dyal Water Treatment Plant experienced a complete failure of one of the backup generators. Dyal is equipped with two generators for power redundancy at the plant. The remaining generator had already been slated for repairs due to a main seal leak. Although this generator could produce power, it was in need of repairs and was not considered a reliable backup.

Due to the criticality of having a backup generator available for the plant, along with the likelihood of outages due to the frequency of electrical storms during the summer months, staff requested the City Manager use his emergency purchase authority as outlined in the Financial Operations Manual (FOM) to rent a generator while the repairs are completed.

On May 5, 2016, the City Manager declared an emergency and authorized the generator rental requisition to Ring Power Corporation, Orlando, Florida, for up to $100,000. The rental generators were needed through the end of the fiscal year and the entire budget of $100,000 was expended in FY2016. The first generator was returned and placed back into service, however, power redundancy is required and therefore Staff desires to continue the rental of the generator while the second generator is rehabilitated.

Staff recommends approval to continue rental of the backup generator from Ring Power Corporation and to approve an internal budget transfer for the emergency generator rental to complete the necessary repairs for second generator.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$100,166.75
Account Number	421-4020-536.44-00
Account Name	Rental & Leases
Source of Funds:	421-4020-536.46-00, Repair & Maintenance

PREVIOUS ACTION:

On September 13, 2016, City Council approved this emergency rental.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2017 Budget for Emergency Generator Rental from Ring Power Corporation Florida, Orlando and to Approve the Continuation of Work for the Dyal Water Treatment Plant

RESOLUTION NO. 2017-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; 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 2016-2017 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 this 10th day of January, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: UT-Dyal 4020 DATE PREPARED: 12/15/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 100,167)	421-4020-536.46-00		Repair and Maintenance	$ 2,047,100	$ 2,047,100	$ 1,946,933	$ 1,401,352
$ 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
($ 100,167)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 100,167	421-4020-536.44-00		Rental & Leases	$ 16,754	$ 16,754	$ 116,921	$ 112,121
$ 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
$ 100,167	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

EMERGENCY GENERATOR LEASE AT DYAL WATER TREATMENT PLANT. Agenda 17-3

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/10/16 *RESOLUTION #:* 2017-03

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.

12/15/16	David Fisher Digitally signed by David Fisher DN: cn=David Fisher, o=Cocoa Water Plant, ou=Dyal Water Plant, email=dfisher@cocoafl.org Date: 2016.12.15 17:58:43 -05'00'	12/19/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.12.19 11:28:40 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/15/16	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, o=Utilities, ou=Water Plant, email=jwalsh@cocoafl.org Date: 2016.12.15 17:32:06 -05'00'	12/19/16	Lora Howell Digitally signed by Lora Howell Date: 2016.12.19 14:57:49 -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 #: _____

Ring Power CAT

Power Systems Division

ORLANDO ▪ 9901 Ringhaver Dr ▪ Orlando FL 32824 ▪ 407-855-6195

SALES *SERVICE* *PARTS* *LEASING* *RENTALS*

Customer: Bo Thompson
Company: City of Cocoa
Phone: 321-480-5953

Date: 5/16/16
Reference: Temporary power-4160v system
On Site Contact: Bo Thompson
Email: Jthompson@cocoafl.org

DESCRIPTION OF MATERIAL (QTY)	UNIT PRICE	MONTHLY RATE
(1) 2000kw 480v generator at standby usage- up to 7hrs monthly runtime allotted	$12,620.00	$12,620.00
(1) 2500kva transformer 480v to 4160v	$2,880.00	$2,880.00
(3) 100' sections of 15kv high voltage cable	$945.00	$2,835.00
(25) 50' sections of 4/O cable at 8/per phase and 1/ground	$60.00	$1,500.00
Environmental: Disposal Fee is 1% of rental rate	1%	$198.35
TOTAL OF $20,033.35 MONTHLY x 4MO RENTAL:		$80,133.40
Transportation:		
Estimated roundtrip- delivery and pick up- 2000kw module at $325.00ea way		$650.00
Estimated roundtrip- delivery and pick up of transformer with gear at $325.00ea way		$650.00
Delivery Address: NA- Christmas, FL		
Notes:		
Monthly rentals are billed on a 4 consecutive week / 28 day billing cycle		
Sales tax is not included in the rental rates		
Generator overtime rate is $125.00 per hour charged over allotted run time allowed		$ 19,866.60
This quote is subject to availability at the time of order		
GRAND TOTAL		$ 100,000.00

Customer Responsibilities:
Installation, operating, and maintenance of the generator
Providing onsite diesel fuel as needed during rental
Refueling the generator prior to return- Ring Power charges $7.00/gallon if required to refuel upon return
Fork-lift for unloading and loading equipment

Insurance Requirement:
Ring Power requires the customer to provide a certificate of insurance showing general liability coverage for a minimum of $1,000,000.00 and property damage coverage for rented / leased equipment for the replacement value of the equipment. Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder. If _____*City of Cocoa*_____elects not to provide the property damage coverage there will be an additional monthly charge of 14% for our Fire, Theft, and Vandalism Waiver.

Raymond Coons 813-478-1231
Rental Sales Account Manager
Power and Temperature Control Solutions
Ring Power Corporation

9901 Ringhaver Dr.
Orlando, FL 32824

XQ2000 RENTAL

CATERPILLAR®

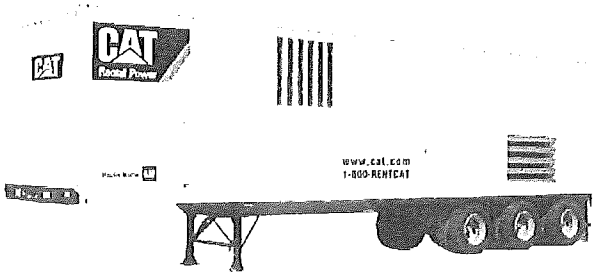


Image shown may not reflect actual package

STANDBY 2000 kW
PRIME 1825 kW
POWER MODULE
50/60 Hz

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)
60	480/277V	2000 (2500)	1825 (2281)
50	400V	1440 (1800)	1310 (1638)

FEATURES

EPA TIER 2 and CARB certified for non-road mobile applications. Factory designed, certified prototype tested with torsional analysis. Production tested and delivered in a package that is ready to be connected to your fuel and power lines. Supported 100% by your Caterpillar® dealer with warranty on parts and labor. Extended warranty available in some areas. The generator set is designed and manufactured in an ISO 9001:2000 compliant facility. Generator set and components meet or exceed the following specifications: AS1359, AS2789, ABGSM TM3, BS4999, DIN6271, DIN6280, EGSA101P, JEM1359, IEC 34/1, ISO3046/1, ISO8528, NEMA MG1-22

CATERPILLAR SR4B GENERATOR

Single bearing, wye-connected, static regulated, brushless permanent magnet excited generator designed to match the performance and output characteristics of the Caterpillar diesel engine driving it.

RELIABLE, FUEL EFFICIENT DIESEL ENGINE

The compact, four-stroke-cycle diesel engine combines durability with minimum weight while providing dependability and economy. The fuel system operates on a variety of fuels.

CATERPILLAR COOLING SYSTEM

Sized compatible to rating with energy efficient fan and core.

CATERPILLAR SWITCHGEAR

Provides single unit and/or multi-unit/utility paralleling components. Standby, load sense/load demand, import, export, and base load modes. Comes standard with Basler Utility Multi-function Relay IPS-100.

EXCLUSIVE CATERPILLAR DIGITAL VOLTAGE REGULATOR (CDVR)

Three-phase sensing and adjustable Volts-per-Hertz regulation give precise control, excellent block loading, and constant voltage in the normal operating range.

ENVIRONMENTALLY FRIENDLY

110% spill containment of onboard engine fluids.

SOUND ATTENUATED CONTAINER

For ease of transportation and protection. Meets 75 dB(A) at 50 ft or below per SAE J1074 measurement procedure at 110% prime load.

FACTORY INSTALLED STANDARD EQUIPMENT

SYSTEM	STANDARD EQUIPMENT
Engine	EPA approved Tier 2 3516C Caterpillar engine Heavy duty air cleaner with service indicator 60-Amp charging alternator Fuel filters – primary and duplex secondary with integral water separator and change-over valve Lubricating oil system with spin-on, full flow oil filters and water cooled oil cooler Oil drain lines routed to engine rail Jacket water heater Fuel cooler and priming pump Electronic ADEM™ A3 controls 24V electric starting motors with battery rack and cables
Generator	SR-4B brushless, permanent magnet excited, three-phase with Caterpillar digital voltage regulator (CDVR), space heater, 6-lead design, Class H insulation operating at Class F temperature for extended life, winding temperature detectors and anti-condensation space heaters (120/240V 1.2 kW)
Containerized Module	40' ISO high cube container, CSC certified 3-axle, 40' ISO container chassis Seven (7) sound attenuated air intake louvers and 4 lockable personnel doors with panic release Side bus bar access door, external access load connection bus bars Shore power connection via distribution block connections for jacket water heater, battery charger, space heaters, and generator condensate heaters Standard lighting 3 AC/4 DC, one (1) single duplex service receptacle, 2 external break-glass emergency stop push buttons 1,250 gal fuel tank, UL listed, double wall, 9 hr runtime @ prime rating Sound attenuated 75 dB(A) @ 50 ft Spill containment 110% of all engine fluids Four (4) oversized maintenance-free batteries, battery rack and 20-Amp battery charger Hospital grade, internally insulated, rectangular exhaust silencer with vertical discharge Vibration isolators, corrosion resistant hardware and hinges External drain access to standard fluids Fire extinguishers (Qty 2) Standard Cat rental decals and painted standard Cat power module white Interior walls and ceilings insulated with 100 mm of acoustic paneling Floor of container insulated with acoustic glass and covered with galvanized steel
Cooling	Standard cooling provides 43° C ambient capability (60 Hz) at prime +10% rating Vertically mounted, separate ATAAC and JW cores with vertical air discharge
Generator Paralleling Control	Custom switchgear control with EMCP 3.3 genset mounted controller and wall mounted paralleling controls Automatic start/stop with cool down timer Protections: 25, 27/59, 40, 32, 81 O/U Utility multi-function relay protections: 25,27/59, 32, 47, 50/51, 62, 67, 81 O/U UMR is IEEE1547-2003 compliant in most applications Reverse compatibility module provided for interface to legacy power modules Touch screen controls with event log Multi-mode operation (island, multi-island and utility parallel), load sharing (multi-unit only) Import & export control (utility parallel only), manual and automatic paralleling capability Touch screen display (status and alarms) Metering display: voltage, current, frequency, power factor, kW, WHM, kVAR, and synchroscope
Quality	Standard genset and package factory tested UL, NEMA, ISO and IEEE standards O&M manuals

SPECIFICATIONS

CAT SR4B GENERATOR

Frame Size 825
Pitch 0.6667
No. of poles 4
Excitation ..... Static regulated brushless PM excited
Constructions ..... Single bearing, close coupled
Insulation ..... Class H
Enclosure ..... Drip proof IP22
Alignment ..... Pilot shaft
Overspeed capability – % of rated ..... 125% of rated
Voltage regulator ..... 3 phase sensing with Volts-per-Hertz
Voltage regulation ..... Less than ± ½% voltage gain
Adjustable to compensate for engine speed droop and line loss
Wave form deviation ..... Less than 5% deviation
Telephone Influence Factor (TIF) ..... Less than 50
Harmonic Distortion (THD) ..... Less than 5%

CAT 3615C DIESEL ENGINE

3516C C-16, 4-Stroke diesel
Bore – mm (in) 170 (6.7)
Stroke – mm (in) 190 (7.5)
Displacement – L (cu in) 69 (4,210)
Compression ratio 15:1
Aspiration ..... ATAAC
Fuel system ..... EUI
Governor type ..... Caterpillar ADEM™ A3 Control System

TECHNICAL DATA

Materials and specifications are subject to change without notice.

Generator Set Technical Data		50 Hz		60 Hz	
	Units	Prime	Standby	Prime	Standby
Performance Specification		DM8754		DM8264	
Power Rating	kW (kVA)	1310 (1637)	1440 (1800)	1825 (2281)	2000 (2500)
Lubricating System					
Oil pan capacity	L (gal)	401.3 (106)		401.3 (106)	
Fuel System					
Fuel Consumption					
100% load	L (gal)	350.1 (92.5)	372.9 (98.5)	483.2 (127.6)	525.7 (138.9)
75% load	L (gal)	281.9 (74.5)	302.8 (80)	380 (100.4)	408.2 (107.8)
50% load	L (gal)	205.5 (54.3)	350.1 (92.4)	270.5 (71.5)	294.2 (77.7)
Fuel tank capacity	L (gal)	4731 (1,250)		4731 (1,250)	
Running time @ 75% rating	Hours	16.7	15.6	12.5	11.5
Cooling System					
Radiator coolant capacity including engine	L (gal)	630 (166)		630 (166)	
Air Requirements					
Combustion air flow	m³/min (cfm)	114.8 (4052)	118.1 (4173)	174.7 (6169)	180.3 (6367)
Maximum air cleaner restriction	kPa (in H_2O)	6.2 (24.9)		6.2 (24.9)	
Generator cooling air	m³/min (cfm)	140 (5,933)		168 (4,995)	
Exhaust System					
Exhaust flow at rated kW	m³/min (cfm)	311.3 (10,993)	320.8 (11,335)	404 (14,260)	428.6 (15,137)
Exhaust stack temperature at rated kW – dry exhaust	°C (°F)	502.1 (935.8)	513.1 (955.6)	387 (728)	405 (762)
Noise Rating (with enclosure)					
@ 7 meters (23 feet)	dB(A)	77	78	78	79
@15 meters (50 feet)	dB(A)	73	74	74	75

Model	Length mm (in)	Width mm (in)	Height mm (in)	Weight	
				With Lube Oil and Coolant kg (lb)	With Fuel, Lube Oil and Coolant kg (lb)
XQ2000 w/o Chassis	12 192 (480)	2438 (96)	2896 (114)	34 019 (75,000)	38 102 (84,000)
XQ2000 w/Chassis	12 192 (480)	2438 (96)	4267 (168)	38 102 (84,000)	42 184 (93,000)

RATING DEFINITIONS

Standby – Applicable for supplying continuous electrical power (at variable load) in the event of a utility power failure. No overload is permitted on these ratings. The generator on the generator set is peak prime rated (as defined in ISO8528-3) at 30° C (86° F).

Prime – Applicable for supplying continuous electrical power (at variable load) in lieu of commercially purchased power. There is no limitation to the annual hours of operation and the generator set can supply 10% overload power for 1 hour in 12 hours.

STANDARD FEATURES

GENERATOR SET EMCP 3.3 LOCAL CONTROL PANEL

- Generator mounted EMCP 3.3 provides power metering, protective relaying and engine and generator control and monitoring.
- Provides MODBUS datalink to paralleling control for monitoring of engine parameters.
- Convenient service access for Caterpillar service tools (not included).
- Integration with the CDVR provides enhanced system monitoring.
- Ability to view and reset diagnostics of all controls networked on J1939 datalink.
- Network modules via the control panel removes the need for a separate service tool for troubleshooting.
- Real-time clock allows for date and time stamping of diagnostics and events.

EMCP 3.3 ENGINE OPERATOR INTERFACE

- Graphical display with positive image, transflective LCD, adjustable white backlight/ contrast.
- Two LED status indicators (1 red, 1 amber).
- Three engine control keys and status indicators (Run/Auto/Stop).
- Lamp test key.
- Alarm acknowledgement key.
- Display navigation keys.
- Two shortcut keys: Engine Operating Parameters and Generator Operating Parameters.
- Fuel level monitoring and control.

CIRCUIT BREAKER

- 3000A fixed type, 3 poles, genset mounted, electrically operated, insulated case circuit breaker.
- Solid state trip unit for overload (time overcurrent) and fault (instantaneous) overcurrent protection.
- Includes DC shunt trip coil activated on any monitored engine or electrical fault, 100 KA-interrupting capacity at 480 VAC.

VOLTAGE REGULATION AND POWER FACTOR CONTROL CIRCUITRY

- Generator mounted automatic voltage regulator, microprocessor based.
- Manual raise/lower voltage adjust capability and VAR/power factor control circuitry for maintaining constant generator power factor while paralleled with the utility.
- Includes RFI suppression, exciter limiter and exciter diode monitoring.
- Voltage and power factor adjustments are performed on the setting screen of the HMI touch screen.

FUEL TANK

- UL Listed 1250 gallon double walled.
- Fuel transfer system

CURRENT TRANSFORMERS

- CT's rated 3000:5 with secondaries wired to shorting terminal strips.

POTENTIAL TRANSFORMERS

- 4:1 ratio with primary and secondary fuse protection.

BUS BARS

- Three phase, plus full rated neutral, bus bars are tin-plated copper with NEMA standard hole pattern for connection of customer load cables and generator cables.
- Bus bars are sized for full load capacity of the generator set at 0.8 power factor.
- Includes ground bus, tin-plated copper, for connection to the generator frame ground and field ground cable.

AC DISTRIBUTION

- Transformer distributes utility voltage for the 16 spaces (minimum) Power Module AC panel board.
- Provides 240 VAC for all module accessories.
- Includes controls to de-energize jacket water heaters and generator space heater when the engine is running.

SHORE POWER TWO (2)

- One (1) shore power connection distribution block for jacket water heaters.
- One (1) for generator space, battery charger, and fuel pump.

INTERNAL LIGHTING

- Four (4) internal DC lights with one (1) timer and two switches installed at each side of the container door.
- Three (3) internal AC lights.
- One (1) single duplex service receptacle.

BATTERY CHARGER AND BATTERIES

- 24 VDC/20A battery charger with float/equalize modes and charging ammeter.
- Maintenance free batteries.

EMERGENCY STOP PUSHBUTTON

- Two external ESPs located near each access door.

MODES OF OPERATION

Caterpillar utility paralleling controls are intended for automatic or manual paralleling with a utility power source as a load management system, with provisions for standby operation feeding an isolated load network. Load management operation involves microprocessor-based automatic loading controls with soft loading, base load, Import/Export control and soft unloading. For Standby operation, the generator operates as an isochronous machine isolated from the utility supply. The controls allow for automatic operation, initiated locally or remotely by the customer's SCADA system. Detailed modes of operation are listed below:

SINGLE UNIT ISLAND AND MULTI-UNIT ISLAND OPERATION

1. Utility Standby Mode (Normal)
   a. The utility is providing power for the plant loads.
   b. The Power Module Generator breaker is open.
   c. The pm is in automatic standby mode to respond to a utility failure.
2. Emergency Mode (Emergency)
   a. Utility Failure
      1) The customer protective relaying senses a utility abnormal condition.
      2) A run request is sent to the Power Module Generator plant.
      3) The first Power Module Generator reach rated to voltage and frequency is closed to the bus.
      4) In Multi-Unit Island Mode, the remaining Power Module Generators are paralleled to the bus as they reach rated voltage and frequency. This function is performed via the ModBus Plus data link connected between the Power Modules.
      5) Plant load is transferred to the Power Modules, which share load equally via ModBus Plus data link.
      6) The system is now in Emergency Mode.

GENERATOR DEMAND PRIORITY CONTROL

The System Controls include a Generator Demand Priority Control function to automatically match the on-line Power Module Generator capacity to the loads in order to avoid unnecessary operation of all the Power Module Generators when the plant loads are low.

The following controls are provided for each Power Module Generator:

a. User-settable Generator Priority Selector
b. Status indicator for the Generator Priority selected
c. Status indicator for Power Module Generator on-line or off-line
d. Generator Demand Priority Control Switch (On/Off)
e. User-settable Generator Remove Level (% as a function of single generator capacity)
f. User-settable Generator Remove Time Delay
g. User-settable Generator Add Level (% as a function of single generator capacity)
h. User-settable Generator Add Time Delay

Upon entrance into Emergency Mode, all generators will be started and paralleled to the bus. After the Remove Time Delay, Power Module Generators will be removed from the bus as a function of the generator percentage loading. Generators will be removed from the bus in descending priority order.

Should the generator percentage loading increase to the user-selected Generator Add Level after the user-selected Generator Add Time Delay, the next priority generator will be started, synchronized and paralleled to the bus. Should the Power Module Generator plant ever reach 100% loading, the next priority generator will be started and added to the bus, bypassing the Generator Add Time Delay.

MODES OF OPERATION (continued)

SINGLE UNIT IMPORT, EXPORT OR BASE LOAD OPERATION

During periods of peak demand the system may be placed in operation using the operator interface panel on the front of the switchgear.

1. Entry – Local
   a. The operator places the System Control Switch into Load Management.
   b. The operator selects Import, Export or Base Load Operation.
   c. The Load Management Setpoint is the amount of power Imported, Exported or Base-Loaded. A 4-12-20mA signal is provided by the customer and is linearly proportional to the utility load, with 12mA equaling 0 kW. The 4-12-20mA utility load signal is wired to one and only one Power Module. If the Power Module selected for Load Management is not available, the 4-12-20mA signal will be routed to a different Power Module.
   d. The operator sets the Load Management Setpoint and Power Factor Setpoint.
   e. A Run request signal is received by the Single Unit Power Module.
   f. The Power Module Generator is started and will run for a predetermined warm-up time before it is synchronized and paralleled to the utility.
   g. When the generator is on the bus, it is soft-ramp-loaded until the generator output reaches the Load Management Setpoint.
   h. The generator output is dynamically adjusted to maintain the Load Management Setpoint.
   i. Should the utility fail during Load Management Operation, the Protective Relay will cause the Paralleling Circuit Breaker 52G to open and be locked out until the Lockout Relay is manually reset by an operator on site. The generator is allowed to run for the duration of the cooldown time.
2. Exit – Local
   a. The Run Request signal is removed from the power module.
   b. The generator is soft-ramp-unloaded until the plant load is fully supported by the utility.
   c. The Paralleling Circuit Breaker 52G is opened.
   d. The generator is allowed to run for the duration of the cooldown time.

STANDARD PARALLELING CONTROL

GENERATOR PARALLELING CONTROLS

The switchgear includes:

- Single unit island mode.
- Multiple unit island mode.
  - Includes Load Sense/Load Demand control.
  - Load sharing capability is provided via network communication.
- Single unit utility parallel mode.
  Selectable for Import/Export control.
  If import or export control is selected a 4-12-20mA signal is required (provided by others) scalable to the utility contribution.
- 6 inch black and white HMI touch screen.
- Reverse compatibility module provided for interface to legacy designed Power Module Switchgear. Includes PLC, load share and voltage droop.

Incoming Utility Breaker Status Circuit – Circuit to accept customers contact from remote utility disconnect device. Customer to provide a normally open form 'a' contact to indicate when the local load network is connected to the utility grid.

Utility Transfer Trip Circuit – Circuit accepts input (normally open dry contact) from customer's system protective relay(s) or other controlling device. Operation of contacts causes tripping of the generator circuit breaker via the generator (software) 86 lock-out function and places the engine in cooldown mode. Circuit is disabled when operating in single unit or multiple unit island.

GENERATOR PARALLELING CONTROLS OPERATOR INTERFACE

Graphical mimic one line diagram that shows generator with its respective circuit breaker in a one-line representation of the system. The graphics utilize black and white indicators and bar graphs while actively displaying the following information:

- Utility CB Open/Closed. Input contacts provided by others.
- Utility kW 4-12-20mA signal required and provided by customer that is scalable to the utility contribution.
- Generator CB Open/Closed/Tripped.
- Generator Volts/Amps/kW/Frequency.
- Engine Stopped/Running/Cooldown/Pre-Alarm/Shutdown.
- Engine ECS Position Stop/Auto/Run.
- Utility Output kW.
- System Summary Alarm.

Event logging is also included with up to 500 stored events.

GENERATOR METERING AND PROTECTION

Generator metering that will graphically display 3Ø Voltage, 3Ø Current, Frequency, Power Factor, kW, kVAR and a Synchroscope Display of EMCP 3.3 faults, CDVR or ADEM 3 will be provided via Modbus RTU interface to EMCP 3.3.

Generator/Intertie Protective Relaying including:

- Device 27/59 – Under/Over Voltage.
- Device 81O/U – Under/Over Frequency.
- Device 40 – Loss of Excitation.
- Device 32 – Reverse Power.
- Device 25 – Synchronizing Check.
- Device 15 – Auto Synchronizer.
- Device 65 – Governor Load Sharing, Soft Loading Control.
- Device 90 – VAR/PF and Cross Current Compensation Controller.

PROGRAMMING AND DIAGNOSTICS

Includes field programmable set points for engine control and monitoring variables and self-diagnosis of the EMCP 3.3 system component and wiring failures.

ENGINE CONTROL SWITCH

Keypad selectable, four (4) positions – Off, Auto, Man, Cool:

- Off for engine shutdown and resetting faults.
- Auto for local or remote automatic operation when initiated by switch operation or contact closure.
- Man for local starting and manual paralleling.
- Cool for normal engine shutdown with timed cool-down cycle.

CIRCUIT BREAKER CONTROL SWITCH

Heavy duty, three- (3) position spring return to center with momentary trip and close position and slip contacts for automatic closing. Includes circuit breaker position indicating lamps.

EMERGENCY STOP PUSHBUTTON

- Mushroom head, twist to reset, causes engine shutdown and tripping of the generator circuit breaker. Prevents engine starting when depressed.

STANDARD PARALLELING CONTROL (continued)

ELECTRONIC LOAD SHARING GOVERNOR

- Includes speed adjustment, and auto load share capability when in parallel with legacy power modules.

ALARM MODULE

- Dedicates annunciator screens for warning and shutdown faults. Includes external mounted horn and acknowledge push-button.

AUTOMATIC/MANUAL PARALLELING

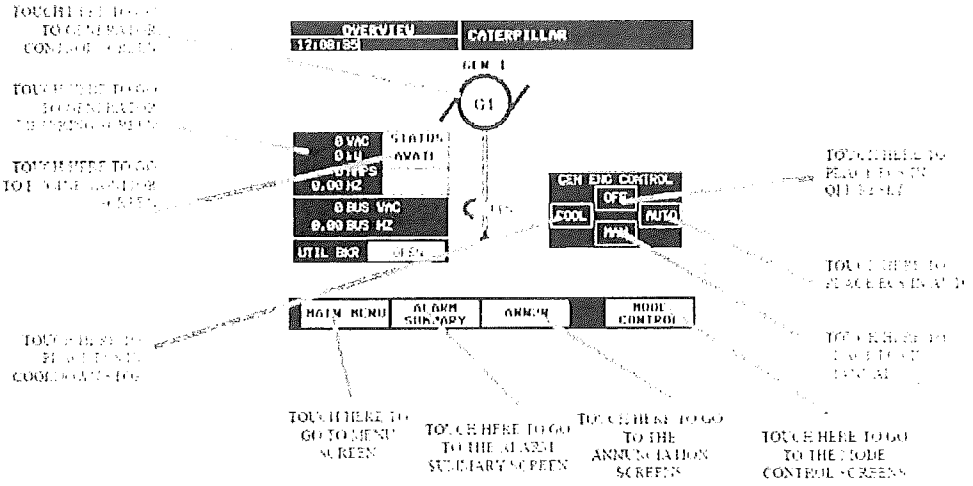
- Automatically synchronizes and parallels the generator with another power source.
- Includes provisions for manual permissive paralleling.

HUMAN MACHINE INTERFACE (HMI) HIGHLIGHTS

- Engine/Generator function is performed thru the 6" HMI touch screen interface.

Overview Screen (Typical)

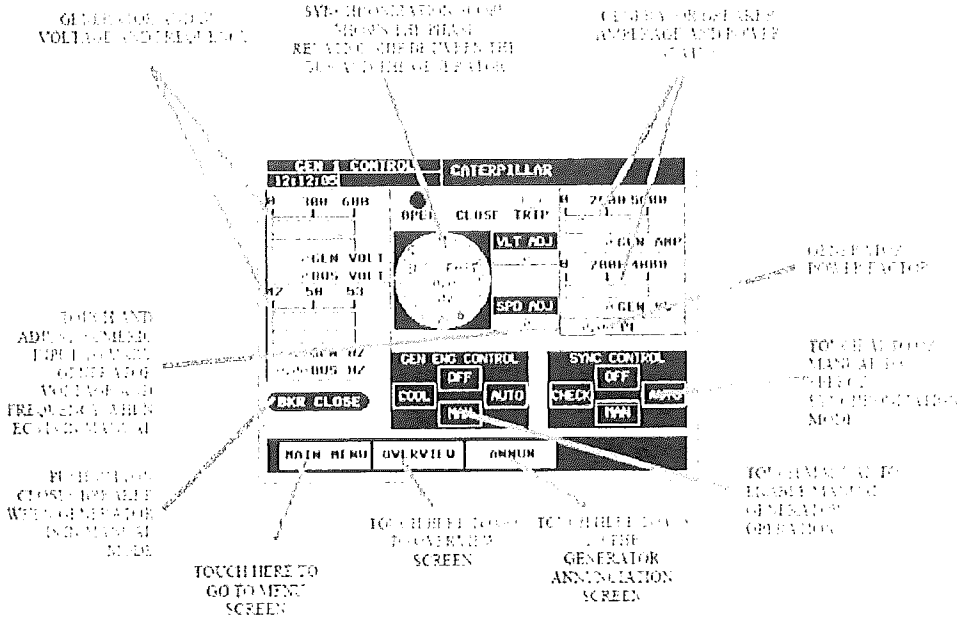
Shows the generator status, generator metering data, bus metering data, ECS position, and generator/utility breaker status.



STANDARD PARALLELING CONTROL (continued)

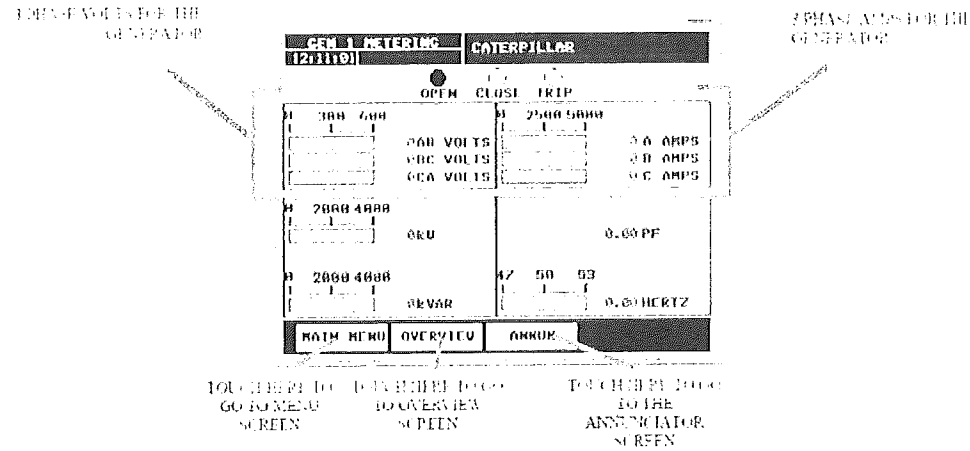
Generator Control Screen (Typical)

It allows the operator to observe the automatic synchronization and transfer of the load to and from the generator. Engine control allows the operator to run the engine in manual, or switch to automatic modes. Voltage and frequency offset adjustment allows the operator to control generator frequency and voltage.



Generator Metering Screen (Typical)

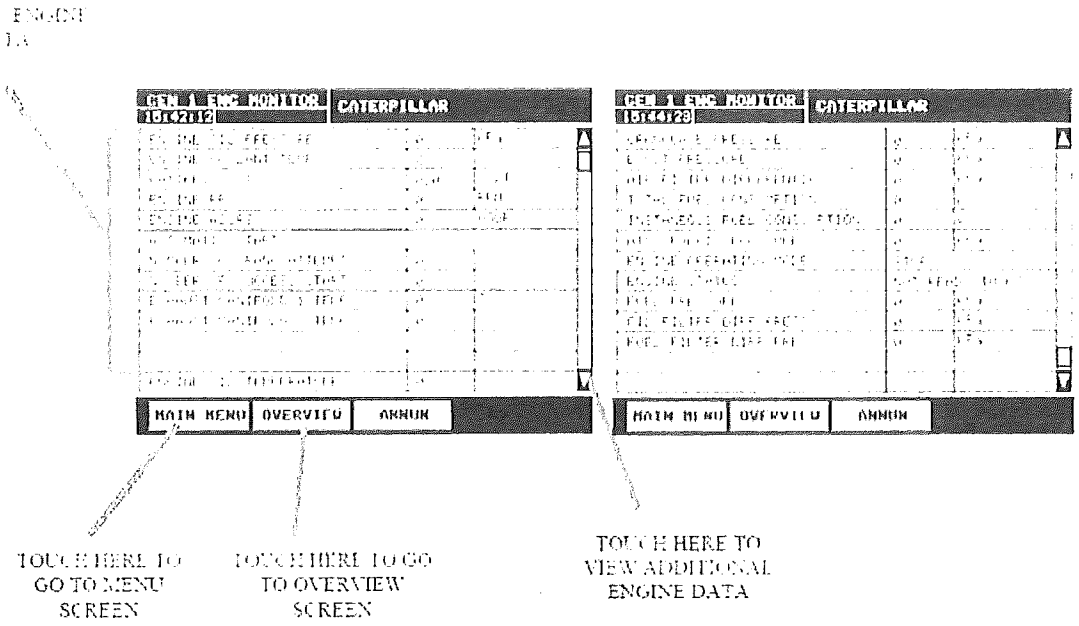
Allows the operator to view three phases of voltage and amperage for the bus and the generator.



STANDARD PARALLELING CONTROL (continued)

Engine Monitoring Screen (Typical)

Engine status is obtained directly from the EMCP 3. Engine starts and total hours can be used by the operator to determine when regular preventive maintenance is required. Other metering includes engine battery and oil filter health.



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CERTIFICATE OF COVERAGE

Certificate Holder

RING POWER CORPORATION
500 WORLD COMMERCE PARKWAY
ST AUGUSTINE, FL 32092

Administrator Issue Date 10/27/2016

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0105	**COVERAGE PERIOD:** FROM 10/1/16	**COVERAGE PERIOD:** TO 10/1/17 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [X] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss $25,000

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible Stoploss $25,000

TYPE OF COVERAGE - PROPERTY

- [X] **Buildings**
  - [X] Basic Form
  - [X] Special Form
- [X] **Personal Property**
  - [ ] Basic Form
  - [X] Special Form
- [ ] Agreed Amount
- [X] Deductible $25,000
- [X] Coinsurance 100%
- [ ] Blanket
- [X] Specific
- [X] Replacement Cost
- [ ] Actual Cash Value
- [X] **Miscellaneous**
  - [X] Inland Marine
  - [X] Electronic Data Processing
  - [X] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [ ] Statutory Workers' Compensation
- [ ] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [ ] SIR Deductible N/A

Automobile/Equipment - Deductible

- [X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $2,000,000 for General Liability and $1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Proof of coverage for rental of an emergency generator 2000 kw 480v generator and transformer, valued $25,965.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Cocoa
65 Stone Street
Cocoa FL 32922

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Legislation Details (With Text)

File #:	17-6	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/19/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the National Joint Powers Alliance (NJPA) Contract No. 070313-VRM to Purchase a McLaughlin VX50-500 Hydro Excavator and Associated Equipment. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Vermeer Quote VX50-500 McLaughlin-VX50-Diesel-Series-2016-020116 NJPA-Vermeer Overview RFP and Addendums 070313 Vermeer 070313 Bidders Response Vermeer 070313-VRM Acceptance and Award Vermeer 070313-VRM NJPA Contract Renewal 2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2016
Agenda Date: January 10, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the National Joint Powers Alliance (NJPA) Contract No. 070313-VRM to Purchase a McLaughlin VX50-500 Hydro Excavator and Associated Equipment

BACKGROUND:

The Water Field Operations Division is replacing the current Vac-Tron PMD-800 drilling fluid vacuum/excavator this fiscal year under the approved CIP project, CP-WS-17-V21 (McLaughlin VX50 -500 Hydro Excavator).

The current machine has been utilized by the Water Field Operations Division since October 2000 and has reached the end of its useful life. Increased repair and replacement costs and equipment downtime have negatively impacted the availability of the boring equipment purchased in FY14. Repairs must be made to the current machine prior to every deployment and while in the field because of age related issues. In addition, current and future pipeline/boring projects require a larger

more versatile machine that can efficiently and effectively perform at desired operational levels. The increased capacity available with the upgraded machine will enable the boring crew to install pipe faster and with more efficiency. An added benefit of replacing this equipment is that it can be used during water main breaks to excavate the break site faster and with more efficiency leading to decreased repair times. The ancillary equipment being purchased with this unit will also enable field crews to decrease the clean-up time subsequent to boring operations and water main repairs.

The purchase of this equipment will provide the Water Field Operations with an increased level of confidence and efficiency as they continue to accomplish the water infrastructure projects that are being currently assigned and that will be assigned in the near future. This equipment is critical to the WFO division.

For this reason, staff recommends approval to participate in the 070313-VRM NJPA cooperative purchase agreement to purchase a McLaughlin VX50-500 Hydro Excavator and associated equipment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$86,527
Account Number	421-4025-536.64-00
Account Name	Machinery & Equipment
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On September 26, 2000, City Council approved bid award 20-33 to Ditch Witch Trencher, Inc. of Florida for the purchase of a Vac-Tron drilling fluid vacuum system.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, utilizing the National Joint Powers Alliance (NJPA) Contract No. 070313-VRM to Purchase a McLaughlin VX50-500 Hydro Excavator and Associated Equipment.

Vermeer Southeast Sales & Service, Inc.
4559 Old Winter Garden Road
Orlando, Florida 32811

QUOTE

Date: **12/22/16** **Sales Rep:** **Scott Gabor**

Customer Information:

City of Cocoa

Delivered to:

TBD

Contact Name: Chris Collier
Phone Number: 407-616-1921

Payment method: **PO**

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	New Vermeer McLaughlin VX50-500 Hydro Excavator 49 Horsepower Kubota Tier V Final Diesel Engine 1025 CFM Blower, 500 Gallon Spoils Tank, Dual 125 Gallon Water Tanks 5.6 GPM @ 3000 PSI Water System, Standard Reverse Flow Dual Lift Cylinders, Full Debris Tank Electronic Float Shut Off with Backup Float Ball Shut Off, 50' Water Hose with Reel, One 30' x 4" Suction Hose Rotary Digging Lance, Cleanup Wand, and Pothole Tool InTank Cleanout, Full Open External Hydraulic Door, 14,000 GVWR Trailer	$ 65,236.00	**$ 65,236.00**
1	6-Way Hydraulic Boom with Wireless Remote	$ 12,972.00	**$ 12,972.00**
1	Hydraulic Jack	$ 1,852.00	**$ 1,852.00**
1	Quick Fill for Fresh Water Tanks	$ 169.00	**$ 169.00**
1	Freight, Prep, Delivery, and Training	$ 1,735.00	**$ 1,735.00**
1	Arrow Board	$ 1,213.00	**$ 1,213.00**
	Pricing Above Per NJPA Contract 070313-VRM		
	Sources Product/Equipment and/or Open Market Items:		
1	Valve Box Tool	$ 335.00	**$ 335.00**
1	Pavement Sweeper	$ 850.00	**$ 850.00**
1	Pavement Cleaner	$ 1,550.00	**$ 1,550.00**
1	One Man Tool	$ 615.00	**$ 615.00**
	Quote Valid for 30 Days		
		SubTotal	**$ 86,527.00**
		Tax	
	THANK YOU FOR YOUR BUSINESS!	**Total**	**$ 86,527.00**
		Less Down Payment	
TERMS:		**Balance Due**	**$ 86,527.00**

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer _____

2016 Vermeer Corporate Account Pricing ☐ **QUOTE**
NJPA Landscape Equipment Contract # 070313-VRM ☐ **ORDER**

McLaughlin Vacuum Excavation Systems

VX50 Diesel Series

All VX50 vacs include the No Hassle Hose supports, 3 stage filtration using cyclonic separator and 2 micron poly filter, cam-over full open external hydraulic door with separate door/tank raise circuit, In Tank Clean Out System, full debris tank electronic float shut down and secondary ball float shut off, lockable engine enclosure, lockable control box, standard reverse flow for pressure offloading, 24 gallon fuel tank, 50' water hose with reel, two 15' x 4" vacuum hose, rotary digging lance, 5' vacuum tool, and wash wand.

☑ **VX50-500 - 8093044 - Gen3** **$59,173.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM, 15" of mercury blower, 500 gallon spoil tank, two 125 gallon fresh water tanks with 5.6 GPM @ 3000 PSI water system with auto clutch. 12,000 GVW trailer w/ LED trailer lights.

☑ **VSK50-500 Boom- 8093057- Gen 3** **$65,236.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM 15" of mercury blower, 500 gallon spoil tank, two 125 gallon fresh water tanks with 5.6 GPM @ 3000 PSI water system with auto clutch, auxiliary hydraulic system with 8 GPM, 14,000 GVW trailer with LED trailer lights

Must choose a boom option
☑ 8093059 Hydraulic Boom- Manual Rotation, wireless remote, two 5' boom extensions **$8,460.00**
☑ 8093060 Hydraulic Boom- Hydraulic Rotation, wireless remote, two 5' boom extensions **$12,972.00**

☑ **VX50-500LT - 8093056 - Gen3** **$58,797.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM, 15" of mercury blower, 400 gallon spoil tank, two 50 gallon fresh water tanks with 5.6 GPM @ 3000 PSI water system with auto clutch. 9,999 GVW trailer w/ LED trailer lights.

☑ **VX50-800 - 8093058 - Gen3** **$65,330.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM, 15" of mercury blower, 800 gallon spoil tank, two 205 gallon fresh water tanks with Quick Fill, 5.6 GPM @ 3000 PSI water system with auto clutch. 18,000 GVW trailer w/ LED trailer lights.

☑ **VSK50-800 Boom - 8093026- Gen3** **$71,393.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM 15" of mercury blower, 800 gallon spoil tank, two 205 gallon fresh water tanks with Quick Fill, 5.6 GPM @ 3000 PSI water system with auto clutch, auxiliary hydraulic system with 8 GPM, 20,000 GVW trailer with LED trailer lights

Must choose a boom option
☑ 8093059 Hydraulic Boom- Manual Rotation, wireless remote, two 5' boom extensions **$8,460.00**
☑ 8093060 Hydraulic Boom- Hydraulic Rotation, wireless remote, two 5' boom extensions **$12,972.00**

☑ **VX50-800LT - 8093150- Gen3** **$65,048.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM, 15" of mercury blower, 800 gallon spoil tank, two 125 gallon fresh water tanks with 5.6 GPM @ 3000 PSI water system with auto clutch. 16,000 GVW trailer w/ LED trailer lights.

Skid Units

☑ **VSK50-500- 8093061- Gen3** **$54,238.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM 15" of mercury blower, 500 gallon spoil tank, two 125 gallon fresh water tanks with 5.6 GPM @ 3000 PSI water system with auto clutch

☑ **VSK50-500 Boom- 8093062- Gen 3** **$60,301.00**
49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM 15" of mercury blower, 500 gallon spoil tank, two 125 gallon fresh water tanks with 5.6 GPM @ 3000 PSI water system with auto clutch, auxiliary hydraulic system with 8 GPM

Must choose a boom option
☑ 8093059 Hydraulic Boom- Manual Rotation, wireless remote, two 5' boom extensions **$8,460.00**
☑ 8093060 Hydraulic Boom- Hydraulic Rotation, wireless remote, two 5' boom extensions **$12,972.00**

☑ **VSK50-800 - 8093063- Gen3** **$59,737.00**
49 hp TIER 4 FINAL Kubota disel engine, 1025 CFM 15" of mercury blower, 800 gallon spoil tank, two 205 gallon fresh water tanks with Quick Fill, 5.6 GPM @ 3000 PSI water system with auto clutch

☑	**VSK50-800 Boom - 8093064- Gen3**		**$65,753.00**
	49 hp TIER 4 FINAL Kubota diesel engine, 1025 CFM 15" of mercury blower, 800 gallon spoil tank, two 205 gallon fresh water tanks with Quick Fill, 5.6 GPM @ 3000 PSI water system with auto clutch, auxiliary hydraulic system		
	Must choose a boom option		
☑	8093059	Hydraulic Boom- Manual Rotation, wireless remote, two 5' boom extensions	**$8,460.00**
☑	8093060	Hydraulic Boom- Hydraulic Rotation, wireless remote, two 5' boom extensions	**$12,972.00**

Vacuum Optional Items / Features

☑	8093369	Water Recirculation Kit for VX_500	**$169.00**
☑	8093483	Water Recirculation Kit for VX_800	**$179.00**
☑	8093560	Water Recirculation for VX_1200	**$184.00**
☑	8093552	Vacuum Option Crank Case Heater (includes heater and harness)	**$695.00**
☑	8093549	Vacuum Option Block Heater	**$61.00**
☑	8041577	10' hose and storage tube (1 possible)	**$494.00**
☑	8047057	Hot Box	**$4,653.00**
☑	8034190	Arrow Board	**$1,213.00**
☑	8046275	6" Drain Valve Cap Assembly	**$179.00**
☑	8043810	3" Hose Substitution for 4" Hose	**$0.00**
☑	8047448	Special Paint	**$1,974.00**
☑	8049829	Quick Fill for 125 gallon fresh water tanks	**$169.00**
☑	8093209	Aux hydraulics systems @ 8 GPM (for non-boom machines)	**$3,619.00**
☑	8048395	Build Flat Deck and Mount 500 or 800 gallon unit	**$7,990.00**

Options for Trailer Units

☑	8090587	500 and 800 gallon unit Strong Arm	**$1,457.00**
☑	8040790	Surge Brakes 7-14K	**$1,387.00**
☑	8041127	Hydraulic Jack	**$1,852.00**
☑	8043786	Two Speed Jack	**$658.00**

☑ Miscellaneous Features: sales code _ _ _ **$_____.___**

Subtotal: _____
Dealer Freight & Prep: _____
Quantity: _____

Total: _____
Enter Sales Tax %: _____ **Sales Tax:** _____

Grand Total: _____

ACCEPTED:

Vermeer BY: _____ DATE: _____

Customer BY: _____ DATE: _____

Pricing effective 02/01/16

NOTE: All pricing in USD $

NOTE: Include applicable sales tax

Quotes valid for 30 days

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.

Vermeer

Vermeer

Vermeer

NJPA AWARDED CONTRACT

Contract#: 070313-VRM
Category: Public Utility & Airport Equipment
Description: Trenchers, Directional Drills and Vacuum Excavators
Maturity Date: 09/11/2017

Vermeer looks forward to continuing our relationship with NJPA members to make a real impact in a progressing world. A full line of innovative underground construction, tree care, green waste recycling and landscaping equipment is offered through contract #070313-VRM. With a reputation for durability and reliability, Vermeer equipment is backed by localized customer service and support provided by dedicated dealers around the world. Find more information about Vermeer Corporation, product lines, the dealer network and financing options by visiting vermeer.com.

***Please see the marketing materials section for product literature.*

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Chad Tousey
Direct Phone: 641-621-8531
njpa@vermeer.com
www.vermeer.com

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

RFP Opening

July 3, 2013
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #070313

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning May 15, 2013 and continuing until June 18, 2013. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until July 2, 2013 at 4:30 p.m. Central Time at the above address and opened July 3, 2013 at 8:00 A.M. Central Time.

RFP Timeline

May 15, 2013	*Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com*
June 11, 2013 *10:00 A.M. Central Time*	*Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)*
June 18, 2013	*Deadline for RFP requests and questions.*
July 2, 2013 *4:30 P.M. Central Time*	*Deadline for Submission of Proposals*
July 3, 2013 *8:00 A.M. Central Time*	*Public Opening of Proposals*

Direct questions regarding this RFP to:
Maureen Knight at maureen.knight@njpacoop.org (218)894-1930

Methods and guidelines for submitting questions are detailed within the body of this document.

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

1.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at http://www.njpacoop.org/contract-purchasing-solutions/contracts.

1.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

1.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

1.4 NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

1.6.1 National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. **A national contract awarded by the NJPA Board of Directors:** The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not limited to:**

1.21.1.1 Lawn care related equipment, parking area maintenance equipment, sidewalk and walking path maintenance equipment, tree, shrubbery, or other forms of vegetation maintenance equipment, grounds de-cing and snow removal equipment and supplies, and equipment associated with the removal of debris from grounds.

1.21.1.2 This solicitation shall NOT be construed to include: "Irrigation Equipment with Related Chemicals, Fertilizers, Minerals, Equipment, Supplies and Services", "Heavy Construction Equipment", or "Ag Tractors".

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1Equipment/Products Only Solution: Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage,

personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an

existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

1.33 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.33.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.33.2 Technical Descriptions/Specifications. Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and

services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

1.36 New Current Model Product/Equipment: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

1.40 Proposer's Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

G. SOLUTIONS BASED SOLICITATION

1.41 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

I. PRE-PROPOSAL CONFERENCE

1.43 All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of

other Potential Bidders.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E, "Acceptance and Award" with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive. The first copy shall be identified as the "Evaluation Copy" and the second copy will be identified as the "Public Records" copy. Both copies shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available). However, your "Public Record Copy" shall have all "Confidential information" information redacted. You will be responsible for citing specific legal authority for each redaction as identified herein.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be

executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing **"GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7^{th}) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers

using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES"**,** and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. CERTIFICATE OF INSURANCE

3.29 Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder" and an "Additional Insured". Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Vendor, upon award, shall be required to maintain the following insurance coverage during the term of the NJPA Contract:

(1) Workers Compensation insurance (Occurrence) with the following minimum coverage: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000.
(2) Commercial General Liability Policy per occurrence $1,000,000.
(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

3.31 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State

Law and approved by the Board of Directors.

3.32.3 Other: Please fully identify.

J. ADMINISTRATIVE FEES

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at

specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

4.8 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

4.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. "The published List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

4.12 Individualized percentage discounts can be applied to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as defined herein. See Section F

4.15 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published "MSRP" with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a "Hot List Selection" of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the "Hot List" at any time.

4.18 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.25 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog". These items are known as Sourced Product/Equipment or Open Market Items.

4.26 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services

for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as "Sources Product/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

G. COST PLUS A PERCENTAGE OF COST

4.27 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.29 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None".

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.30 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.31 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.32 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the

procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.36 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.39 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.40 All price and product change requests must be submitted using the **NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM** found at the very end of this solicitation. NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.40.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/equipment and related service prices are changing?
ii. How much are the prices changing?
iii. Why are the prices changing?

iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.

b. The specifics of the product/equipment and price changes will be listed in the excel spreadsheets identified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If applicable and **for example,** indicate "All paper equipment/products and services increased 5 % in price due to transportation and fuel costs."

ii. If applicable, for instance, indicate, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.40.2 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.42 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate

of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See "The Total Cost of Acquisition" for the equipment/products and related services.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.54 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very

important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.57 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

4.58 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

4.59 Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

4.60 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.61 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA

Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/ equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does you sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their

products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshows and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate

membership.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES"** will be received by Maureen Knight, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP**. We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2.1. Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both "optional" and "having additional value."

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon

request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

C. PROPOSAL EVALUATION CRITERIA

7.13 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

7.13.1 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.14 Evaluation Criteria

7.15 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.

9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this

RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

8.4 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other

specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

8.5 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

C. REPORTING OF SALE ACTIVITY

8.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.9 Hub Partner: Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

8.11 Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and

the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.16 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

9.7 Applicable Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate

department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.10 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be confidential information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all confidential information in its response at the time the response is submitted,
- include a statement with its response justifying the confidential information designation for each item, and
- defend any action seeking release of the materials it believes to be confidential information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional confidential information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and

distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

0. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service,

certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

9.32 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

9.33 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

U. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

V. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

10. FORMS

[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN ON NEXT PAGE]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by_____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____, E-Mail address: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Please attach a "Certificate of Secretary" from the Secretary of your company identifying who will be authorized to sign on behalf of your organization with regard to this solicitation and any contract may result from this solicitation.
7) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
8) Provide a brief history of your company that includes your company's core values and business philosophy.
9) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
10) How long has your company been in the "**GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES",** industry?
11) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
    a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
    b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
    c) Are these individuals your employees, or the employees of a third party?
    d) If applicable, is the Dealer Network independent or company owned?
12) Please provide your bond rating, and/or a credit reference from your bank.
13) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
14) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

15) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

Industry-Marketplace Successes

16) List and document recent industry awards and recognition.
17) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
18) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
19) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
20) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

Proposer's ability to sell and service nationwide

21) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
22) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
23) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
24) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
25) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
26) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
27) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
28) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

29) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
30) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success**.**
31) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
32) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
33) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
34) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
35) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
36) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
37) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.

38) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts Held

39) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
40) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
41) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
42) What is the annual combined dollar sales volume for each of these contracts?
43) Identify any GSA Contracts held or utilized by the Proposer.
44) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
45) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? ____ Yes ____ No Explain and demonstrate your commitment and/or restrictions.
46) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added Attributes

47) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
48) Is this training standard as a part of a purchase or optional?
49) Describe current technological advances your proposed equipment/products and related services offer.
50) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
51) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
52) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
53) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
54) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
55) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
56) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____Phone: _____

* By executing Form F the "Proposer's Assurance of Compliance", You are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name:_____Title:_____

Email: _____Phone:_____

Your Primary Contact person regarding your proposal:

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information:

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP #070313

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be _____, 20_____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____ 20_____ **NJPA Contract Number # 070313**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____20_____ **NJPA Contract Number # 070313**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____ 20_____ **NJPA Contract Number # 070313**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals

and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

Company Name: _____

Contact Person for Questions:_____-
_____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____ , 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G.

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "**GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES"**

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Reviewed by: _____ Its_____

_____ Its_____

Form P

PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
4) Do you accept the P-card procurement and payment process?
5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

Warranty

6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
7) Do all warranties cover all products/equipment parts and labor?
8) Do warranties impose usage limit restrictions?
9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
10) Please list any other limitations or circumstances that would not be covered under your warranty.
11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Products and Related Services and Pricing

12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
14) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.
15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
17) If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.
18) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
19) Provide your NJPA customer volume rebate programs, as applicable.
20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping

and delivery program.

22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered):**

_____a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

23) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.

24) Describe in detail your proposed exchange and return program(s) and policy(s).

25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry or Sector Specific Questions

27) As a follow-up to question 3) above, please specify if you will be including your dealer network in the proposal. If so, please specify how involved they will be. (For example, will the dealer accept the P.O.), and how we are to verify a specific dealer is part of your network.

28) As a follow-up to question 13) above, please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

29) Within the RFP category there is the potential to be several different sub-categories of solutions *(reference section1.21.1.1).* What sub category title(s) would best describe your products, services and supplies?

30) What do you consider to be the top three market differentiators of your products/services relative to this RFP category, and in comparison to your perceived competitors?

Signature: _____Date: _____

11. PRE-SUBMISSION CHECKLIST

Pre-submission Checklist

- ❑ Have you read, and do you understand the intent this RFP?
- ❑ Have you attended the Pre-Proposal Conference for this RFP?
- ❑ Have you completed the questionnaires (Forms A & P) to the best of your ability?
- ❑ Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- ❑ Have you packaged your Proposal submission identifying conspicuously "Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX"?
- ❑ Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- ❑ Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- ❑ Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- ❑ Have you provided an electronic copy (saved on a CD or flash drive) of your **entire** proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

Contents of your Proposal response:

- ❑ **Hard copy original signed, completed, and dated forms C, D, and hard copy signed signature page only from forms A and P.**
- ❑ **Electronic submission of proposal forms A, B, C, D, E, F, & P (CD or flash drive).**
- ❑ **Certificate of Insurance (demonstration of insurability)**

Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warrant

NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Products/Services
- ☐ Deleting/Discontinuing Products/services
- ☐ Price Increase
- ☐ Price Decrease

NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding product/s, provide a general statement how these are in the scope.

If changing prices, provide a general statement that the pricing is consistent with existing NJPA contract pricing.

NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
NJPA Executive Director Signature Date

Addendum 061113

To that certain
RFP#070313
Issued by
The National Joint Powers Alliance®
For the procurement of

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question 15 of FORM A shall be amended to read “15) Provide all “Suspension or Disbarment” information as defined herein.”

With regard to “Three-Ringed-Binders”, NJPA does not require the use of three-ringed-binders. Guidance for the format of your proposal response can be found in 3.8.

Addendum 061313

To that certain
RFP#073013
Issued by
The National Joint Powers Alliance®
For the procurement of

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question 15 of FORM A shall be amended to read "15) Provide all "Suspension or Disbarment" information as defined herein in section S 9.30."

With regard to "Three-Ringed-Binders", NJPA does not require the use of three-ringed-binders. Guidance for the format of your proposal response can be found in 3.8.

Hereafter find the question in blue and the answer in red.

Justin Eicher: How are points assigned for each category? How do you assign 40 of 50 points for instance.
The evaluation team scores each potential vendor based on your answers to the questions that relate to each criteria.

Justin Eicher: Good

Casey Hardee: Will we receive a copy of the slides?
Yes, we can send them out to all who requested the RFP packet.

David: What is the value added of NJPA Contract over State Contracts?

- Better Marketing of contracts for the vendor
- No piggybacking as we hold all the contracts on behalf of our members.
- Easier process for price and product changes.
- Wider selection of products under the contract allowed in the RFP response.

Tim Kubista: What is the process and timeline for a non-member to become a member agency?
The potential member can sign up on our website and it takes only a day or two. Remember membership is free. No cost, or obligation and no liability for them to use our contracts.

Tim Kubista: Who funds your organization? Are their fees for vendors?

Fees are collected from the awarded vendors based on NJPA sales. Among other things, the monies cover our overhead, contract maintenance and go back into other programs such as education, low incidence and risk management. Please refer to section 3 j. in the RFP under administrative fees.

Bob Zylstra: Our products fit multiple bid categories. How should we choose best category? Will our products be shown only in 1 category?
Choose the category you feel best fits your products and services. After a vendor is awarded, they get a vendor page on our website that includes a description of their products and services, this would be a good place to define your offerings. An NJPA Contract Manager will be assigned to all awarded vendors, this individual will help you establish an encompassing description.

Tim Kubista: Is this a multiple award contract - will you award contracts to multiple firms that sell similar products?
It will not be determined if this RFP will receive a multiple award until the Bids and Contracts department evaluates all of the RFP. It is possible that contracts may be awarded to companies with similar product lines if responses are deemed to best fulfill the requirements or needs of our members. Remember that input for contract product availability is provided to NJPA from our membership advisory committees at a national level.

Kim and Mary: this does not include AG tractors?
Correct, "AG Tractors" is excluded under section 1.21.1.2 of this RFP.

Kim and Mary: what about the implements which mount to the AG tractors?
An example of an acceptable solution may be a pull behind mower that could be towed behind a variety of different vehicles.

Tim Kubista: Could you clarify the ag tractor question? We sell mowers that mount to tractors. Customers need to purchase both a mower and a tractor. Sometimes a customer will purchase a tractor from us, sometimes from another vendor. We sell tractors as a service. Most of our state contracts allow us to sell tractor and mower packages. Can we do so here?
We are not looking for stand-alone Ag Tractor solutions; IE, any contract solutions where the AG Tractor would be the sole item purchased does not fall within the intended scope of this RFP. If however, a solution is proposed whereby you'd only be able to get that Ag tractor as a packaged turnkey component including a tractor and implement, then that could be deemed within the scope of this RFP.

Bob Zylstra: Please repeat the section of the Minnesota bid we can reference re whether our financial statements qualify as a trade secret.
MN Statute section 13.37 on government data practices. If you do not supply financials, you will receive reduced scoring in that criteria category.

Jay: Are there memebers in Hawaii and Alaska? Will we have a access to full list of members including contact information.

NJPA has members in all 50 states, US territories and Canada. An established membership list is available to all our vendors on the "NJPA Access for vendors" section of the NJPA website.

Tim Kubista: Are the responses to form A & P a writen word document.
Yes, insert your responses beneath the questions in the Form A & P Word documents.

Jodi Schnell: In 2009, the RFP specifically stated to place the bid response in a 3-ringed binder. Is there a specific format for this RFP?

Tamara Hebert - John Deere: I din't find a binder refernce. I did a word search. Could you please double check for us.
After verifying the response to this question post "Pre-Proposal Conference," a 3 ring binder is not required.

Addendum 062713

To that certain
RFP#073013
Issued by
The National Joint Powers Alliance®
For the procurement of

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question: Due to changes by ACCORD, effective January 1, 2011 we are no longer able to endorse our policy's with a 30 day notice of cancellation. This is something that affects all insurance policies in the US – not just Textron specific policies. The language in this requirement is simply outdated – as no one can comply with it.

Answer: We have researched this and you can disregard the 30 day notice; provide notice as per the policy terms regarding the cancellation notice time frame.

Greg Merritt 6-27-13

Deere & Company
Tamara Hebert 7-17-2013

www.njpacoop.org

National Joint Powers Alliance®

202 12th Street NE
P.O. Box 219
Staples, MN 56479

The following is the proposed redacted Bidder's Response submitted by Awarded Vendor. It is pending final NJPA review. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic, is available for review through a formal request process including a written request.

Pursuant to RFP Section G, Paragraph 9.15, all bidders are required to include a statement justifying the trade secret designation for each item that has been redacted. This response did not include the statement therefore NJPA is awaiting receipt of the justifications statement from the Awarded Vendor and will review before this will be deemed the redacted Bidder's Response.

IOWA SECRETARY OF STATE
MATT SCHULTZ

CERTIFICATE OF EXISTENCE

Date: 6/20/2013

Name: VERMEER MANUFACTURING COMPANY (490 DP - 42172)
Date of Incorporation: 1/3/1949
Duration: PERPETUAL

I, Matt Schultz, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the corporation named on this certificate:

a. The entity is in existence and duly incorporated under the laws of Iowa.

b. All fees required under the Iowa Business Corporation Act due the Secretary of State have been paid.

c. The most recent biennial report required has been filed with the Secretary of State.

d. Articles of dissolution have not been filed.

Certificate ID: **CS81373**

To validate certificates visit:
sos.iowa.gov/ValidateCertificate

Matt Schultz, Iowa Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2013

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 1-800-247-7756 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Vermeer Manufacturing Company PO Box 200 Pella, IA 50219	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Ins. Co. (AmWins) INSURER B : Employers Mutual Casualty Company INSURER C : Federal Ins. Co. (Chubb) INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 34369165** **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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			LHA108839	11/01/12	11/01/13	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Composite			1E58007	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			LHA061626	11/01/12	11/01/13	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1H58007	11/01/12	11/01/13	[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	Blkt Bldg & Contents			35848746	11/01/12	11/01/13	Limit greater than Special Form/RC Deductible	10,000,000 100,000

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

CERTIFICATE HOLDER

National Joint Powers Alliance
202 12th St NE
Staples, MN 56479
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Vermeer

Vermeer
1210 Vermeer Road East
Plant 1 P.O. Box 200
Pella, IA 50219
Phone: (641) 628-3141
vermeer.com

Accepted and acknowledged by the National Joint Powers Alliance®

By Todd Lyscio - Executive Director

Dated 10/10/12

October 5, 2012

Mr. Gregg Meierhofer
Manager of Bids and Contracts
National Joint Powers Alliance
202 12th St. NE
Staples, MN 56479

Re: Vermeer Corporation Statement of Insurance / Contract Number: 081209-VRM

Dear Mr. Meierhofer,

Vermeer Manufacturing Company, dba Vermeer Corporation assumes a large self-insured retention for its general liability exposures. This retention is consistent with Vermeer Corporation's net worth and cash flows. Additionally, Vermeer Corporation has in place catastrophic excess liability insurance coverage. Please note on the attached certificate of insurance, Vermeer is also insured for automobile liability and workers' compensation exposures. These insurance coverages are renewed annually.

It has been Vermeer's policy to not add additional insureds to our insurance coverage since the inception of the company in 1948.

Please contact me if you have any questions concerning Vermeer's insurance program.

Sincerely,

Vickie Van Wyk, CTP
Cash and Investment Manager
Vermeer Corporation

Encl.

President's E Star Award

Ben Knutson

From: Tonia Jones
Sent: Tuesday, June 25, 2013 8:39 AM
To: 'don.alberico@amwins.com'
Cc: 'evelyn.norton@amwins.com'
Subject: Vermeer Manufacturing Pol. #LHA108839 Eff. Date of End. 6.24.13

Don &/or Evelyn,

Would you please send us a 30 Day Notice of Cancellation Endorsement for the following Certholder:

National Joint Powers Alliance
202 12th St. NE
Staples, MN 56479

The Effective Date would be 6.24.13.

Thanks, Tonia

06/25/13

The Certificate of Insurance stating 30 Day Notice of Cancellation has been ordered and will be supplied upon receipt.

Jerry R Beyer

Jerry Beyer
Senior Global Accounts Manager
Vermeer Corporation

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Vermeer Corporation Questionnaire completed by Jerry Beyer

Please identify the person NJPA should correspond with from now through the Award process:

Name: Jerry Beyer and Jodi Schnell, E-Mail address: jbeyer@vermeer.com & jschnell@vermeer.com

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

Company Information

1) Why did you respond to this RFP?
   The entire Vermeer organization greatly values the partnership we have had with NJPA and its members over the past 4 years. We are pleased NJPA has agreed to date that we are the one vendor that can offer a vast array of products that provide the economic value and quality NJPA is providing its members. We believe all entities involved have benefited from this partnership in the past, and we strongly desire to be a major player in the future. One of Vermeer's guiding Principles is providing the most value to our customer's with each piece of equipment. We believe the NJPA program also provides efficiencies and economic value to its members and our customers. Continuing and expanding our efforts in this program allows (both of) us to enhance that value; which ultimately provides the members of NJPA and our customers the most value and best use of their budget dollars over the life cycle of any given product they chose to use.

2) What are your company's expectations in the event of an award?
   In the event the NJPA evaluation team determines that Vermeer is the one company that can provide the best overall value to its members and because we believe NJPA has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product and enhance our efforts to promote the NJPA program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing NJPA's assets (web training, promotional literature, and contract managers) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the NJPA Contract). Using periodicals and newsletters will also be utilized.

3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
   Vermeer Manufacturing Company (dba Vermeer Corporation)
   1210 Vermeer Road East, Pella, IA 50219 U.S.A.
   Tax ID: 42-0663191
   Phone: (641) 628-3141

4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
   These forms have been redacted.

5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
   No

6) Please attach a "Certificate of Secretary" from the Secretary of your company identifying who will be authorized to sign on behalf of your organization with regard to this solicitation and any contract may result from this solicitation.
See attachment Form A-6.1.

7) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
Yes, our company name matches the name identified on our audited financial statements from previous year end.

8) Provide a brief history of your company that includes your company's core values and business philosophy.
Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. In 1991, Vermeer Corporation launched its NAVIGATOR horizontal directional drilling machine line-up, which has been instrumental in installing fiber optics for the world's information super highway. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Taking Care of Customers Worldwide with Better Solutions." Vermeer corporate offices and manufacturing facilities are located in Pella, Iowa, U.S.A., and have 190 dealerships located worldwide. This includes 104 dealerships covering all of the United States and 11 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. At this time, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.

9) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
Jerry Beyer, Senior Global Accounts Manager
Jerry has more than 25 years of experience with Vermeer and Vermeer products. This past and current experience includes owning and operating Vermeer products, working for and with the Vermeer dealer network, and overall management of personnel, projects and various programs.
Jodi Schnell, Global Accounts Coordinator
Jodi has more than 15 years of administration experience and management. For the past 4 years, Jodi has worked directly with NJPA personnel and managing our existing NJPA contract with the Vermeer dealership network.
See attachment Form A-9.1.

10) How long has your company been in the "**GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES",** industry?
Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 6 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers.

11) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, Freeman, South Dakota and Greenville, South Carolina. Vermeer product is sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts.

   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   Not applicable.

b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line; this is in contrast to most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of NJPA. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup.

c) Are these individuals your employees, or the employees of a third party?
Each Dealer directly employs multiple sales personnel and technicians that specialize in this complicated machinery industry. Our individual dealers provide complete parts and service capabilities for all Vermeer equipment they sell. The sales and service specialists are trained at Vermeer annually and network with each other so all operate as one group, providing value and benefit to our customers and NJPA members.

d) If applicable, is the Dealer Network independent or company owned?
The entire Vermeer dealership network has a limited number of independent principle owners and works directly with and for Vermeer Corporation. These dealerships are dedicated to Vermeer's product line. They are not multi-line dealerships representing various products from various manufacturers. Vermeer Corporation manages the dealerships with professionalism and corporate values.

12) Please provide your bond rating, and/or a credit reference from your bank.
See attachment Form A-12.1.

13) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
See attachment Form A-13.1 Certificate of Existence.
See attachment Form A-13.2 Certificate of Insurance.

14) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
Not Applicable.

15) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.30.
Neither Vermeer, nor any Vermeer employee participating in this response to NJPA solicitation has been lawfully terminated, suspended, disbarred or otherwise precluded from participating in any public procurement activity with a federal, state or local government or education agency.

Industry-Marketplace Successes

16) List and document recent industry awards and recognition.
Our company has been a member of the National Association of Manufacturers since 1979, and the Iowa Association of Business and Industry since 1956. Vermeer Corporation's CEO, Mary Andringa, is a past President of the National Association of Manufacturers and is still very involved in this organization. These associations represent the interest of small, medium, and large manufacturers in Iowa and across the United States. Because of our involvement with these organizations, we have the opportunity to offer a link from our website which gives information on manufacturing issues and others that are being considered by our legislators, how to contact legislators on issues,, and more. Many of the issues concerning taxes, international trade, healthcare reform, employee choice, product liability, and specific bills such as highway and energy bills do have an effect on Vermeer and other manufacturers. Vermeer has numerous industry awards spanning decades, recognized for engineering new products and holds many patents.

Over the past 12 months, Vermeer has been honored with the following industry awards and recognition:

- *Vermeer received the Corporate Leadership Award from the Chinese Association of Iowa, dedicated to celebrating and recognizing corporations or individuals in the corporate sector who exemplify excellence in their industry as well as leadership and commitment in their respective communities and to the existing corporate culture of diversity initiatives.*
- *Vermeer received the Iowa Innovator Award, recognizing the state's leaders in industry, education and government who have been charting a course to make Iowa a leader in global innovation.*
- *Vermeer received the Joseph L. Abbott Jr. Innovative Product Award by the North American Society of Trenchless Technology, for state-of-the-art products that help advance trenchless technology.*
- *Vermeer was recognized as the Number One Ag/Shortline manufacturer by the North American Equipment Dealers Association, for the company's performance as a top product manufacturer.*

Recent product and industry awards include:

Model	*Award*
AXIS GB812	*NASTT Innovative New Product Award*
T1155	*Construction Equipment Top 100 Product Award*
HG4000TX	*Construction Equipment Top 100 Product Award*
RTX100	*RER Innovative New Product Award*
RTX1250	*Construction Equipment Top 100 Product Award*

Mary Andringa, CEO. Mary Andringa contributes to and acts as an ambassador for various organizations and the manufacturing industry:

- *Andringa was named co-chair of the Governor's STEM Advisory Council in Iowa, effective July 2013, and is past chair of the National Association of Manufacturers, the nation's largest manufacturing association.*
- *Ms. Andringa is one of 18 private sector members of President Obama's Export Council, and one of 16 members appointed the U.S. Export-Import Bank's Advisory Committee.*
- *She is also one of 12 U.S. members of the U.S.-Brazil CEO Forum, established by the United States and Brazilian governments to strengthen economic and commercial ties between the two countries.*
- *She was past Chair of the Iowa Association of Business and Industry.*

Bob Vermeer, Chairman of the Board

- *Chairman - Iowa Business Council (1994)*
  Iowa's largest business leadership group
- *Chairman – Equipment Manufacturers Institute (2000)*
  Presently known as the Association of Equipment Manufacturers (AEM), America's leading manufacturing trade group in agriculture and construction

Gary Vermeer; founder of Vermeer Corporation, passed away 2009

- *Construction Equipment Industry Hall of Fame (1996)*
- *Iowa Inventor's Hall of Fame, Lifetime Achievement Award (2009)*
- *North American Society for Trenchless Technology Hall of Fame (2012)*

17) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

Dino,

Wanted to thank you all with your assistance in the purchase of our new Vermeer 1500 chipper. Staff loves it and the winch attachment has been very helpful. The large amount of storms recently have given us a lot of tree work and the new unit has allowed us to keep up with demand. Also, wanted to thank your staff for their help during the purchasing process which went very smooth from beginning to end. It works out great when we can purchase from the same dealer we use for our service.

Thanks,

James Rainey
Mecklenburg County Park and Recreation
Fiscal Analyst- Asset Manager

5841 Brookshire Blvd
Charlotte NC 28269
M: 980-722-1836

Vermeer and Gabe Jarvis,

We would like to thank you for introducing us to the NJPA program. As you promoted, this has saved us both time and expense in our procurement process. It is also extremely beneficial to be able to acquire high quality equipment and receive the service and support you have provided. As we have purchased numerous products from Vermeer over the past several years, we value the partnership we have built, versus simply just purchasing from another low cost vendor.

Thank you very much,

Rodolfo Rubalcava
Fleet Standards Technician
Fleet Management Division
Department of General Services
County of San Diego
Phone: 858-694-3435
Fax: 858-495-5240
Cell: 858-583-9906
Email: Rodolfo.Rubalcava@sdcounty.ca.gov

Glenn,

The City of Columbus, Georgia has purchased several pieces of equipment from Vermeer and we are completely satisfied with the performance of our equipment. The service department is by far the best in your line of business. We appreciate your quick responsiveness in handling purchases and for taking the necessary time to insure our employees are trained before operating the equipment.

The NJPA program has allow us to purchase the equipment we need at record speed, eliminating the hassle of bidding. The program offers a large variety of vendors to choose the right equipment for the right job.

Thank you for your service and we look forward to future purchases.

Harvey Milner
Deputy Director, Public Works
Fleet Manager
City of Columbus
Office (706) 225-4955
Fax (706) 653-4172

18) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
This answer has been redacted.

19) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
To this date, Vermeer does not break this out by government, education, and non-profit agencies. Vermeer is looking into the feasibility of doing this in the future.
A portion of this answer has been redacted.

20) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.
To this date, Vermeer does not break this out by government and education verticals. Vermeer is looking into the feasibility of doing this in the future.

Proposer's ability to sell and service nationwide

21) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
Vermeer Corporation has approximately 50 individuals that are dedicated product specialists that work directly with customers and with our dealership network. Between this group of product specialists and our dealership network we are able to sale and support our products across the globe. This entire group focuses 100% of their efforts on the Vermeer products that are included in this RFP and overall customer support.

22) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
Vermeer has 104 dealerships in the United States and 11 dealerships in Canada, each with numerous sales people. With this dealership group, we are able to sell and support Vermeer's entire product line and our customers throughout all of North America and Hawaii. Vermeer has an additional 75 offices and dealerships outside of North America that enables us to sell and support our products throughout the rest of the world. The entire group in North America focuses 100% of their efforts on the Vermeer products that are included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 350 individuals in the United States.
See attachment Form A-22.1 for current Vermeer industrial dealership locations in the United States.
See attachment Form A-22.2 for current Vermeer industrial dealership locations in Canada.

23) Please describe your dedicated <u>company</u> service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
Vermeer has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network we are able to service and support our products across the globe. This entire group focuses 100% of their efforts on the Vermeer products and related services that are included in the RFP.

24) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
Vermeer has 104 dealerships in the United States and 11 dealerships in Canada, each with numerous sales people and service technicians. These individuals are continuously trained to provide the most up to date and valued service in and beyond our industries. With this dealership group, we are able to sell and support Vermeer's entire product line and our customers throughout all of North America and Hawaii. Vermeer has an additional 75 offices and dealerships outside of North America that enables us to sell and support our products throughout the rest of the world. The entire group in North America focuses 100% of their efforts on the Vermeer products and related services that are included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities. Between Vermeer Corporation and the Vermeer dealership network there are more than 500 service technicians in the United States.
See attachment Form A-22.1 for current Vermeer industrial dealership locations in the United States.
See attachment Form A-22.2 for current Vermeer industrial dealership locations in Canada.

25) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional ongoing service and support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From compact utility loader and brush chipper parts to agriculture machinery and construction equipment parts, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate

in Vermeer University training programs — an industry leading, field-proven educational training program

- *Any NJPA member or customer can contact any Vermeer dealership for warranty, service or support.*
- *Typically, a service representative is available at the point of contact to discuss a service concern or issue.*
- *Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter.*
- *Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world.*
- *Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field.*
- *Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs.*
- *Vermeer is the only tree-equipment manufacturer that backs its products with an exclusive worldwide dealer organization.*
- *Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships.*
- *Vermeer is recognized as having one of the industry's best response time and overall product support.*

26) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
We are capable of and will serve the entire US, Canada, Hawaii and Alaska. Locations outside the continental US will have specific freight terms with each sale, negotiated by the governmental agency and Vermeer.

27) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
We will serve every segment of the NJPA membership.

28) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.
We have dealership facilities and personnel in Hawaii and in Alaska. We also have facilities in Boynton Beach, Florida and personnel in the Caribbean to cover this area. We have dealer presence that covers the entire United States and Canada. Locations outside the continental US will have specific freight terms with each sale, negotiated by the governmental agency and Vermeer.

Marketing Plan

29) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
We will continue to promote the NJPA contract opportunity and train our entire staff through attendance at our national and regional meetings. We will continue to attend related trade shows, NJPA GTKY meetings, and the development of training materials to be used at the dealer, installer and manufacturer level through production of flyers and handouts. We have and will continue to hold seminars to promote the NJPA contract and train our entire organization on the use and implementation of this contract. These seminars have and should continue to promote and use NJPA personnel and resources available. This combined effort will give NJPA exposure on a consistent basis at all levels of government. All of this training and promotion has continually increased over the past four years and that momentum will continue.

30) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success**.**

- *We will have more than 500 individuals marketing this program in the field and at trade shows.*
- *Vermeer Corporation has and will continue to attend national shows, be actively involved in training Sales on how to use the contract, promote the NJPA Contract to our governmental clients, develop specific literature for promotion of the contract, advertise in national media when appropriate and support NJPA's efforts for development of the contract.*
- *Vermeer would also like to use the NJPA Studio seminars with our existing Dealer Network. We have found that training the sales team and customer is critical for Vermeer and the NJPA Contract.*

- *The current webcast training program will continue to be expanded and include the entire sales force and rolled out through the dealer network.*
- *Our sales team will continue to provide and expand the opportunities, with current and potential new members, to share information regarding the NJPA program and utilization of the contract.*
- *Our experience dictates that a focus on training the end user and internal dealer sales must occur regularly, as people move on and the NJPA message can be lost over a six month period at local levels.*
- *We will be advertising and creating job stories, if applicable, in national and regional publications.*

31) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
- *The full-service Vermeer Marketing team is composed of over 30 in-house and agency staff dedicated to developing product strategy and marketing-focused materials – examples of such materials include print advertising, promotional videos and literature, website design and social media.*
- *We will be enhancing our website to reflect the continued partnership with and benefits of NJPA.*
- *This team will help Vermeer's Global Account Department and dealers develop the items stated in #30 and more.*
- *See attachment Form A-31.1 for an overview of Vermeer products created specifically for NJPA.*
- *See attachment Form A-31.2 for a sample literature piece promoting NJPA and Vermeer products.*
- *See attachments Form A-31.3-31.11 for a sampling of Vermeer product literature.*

32) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
Vermeer will utilize web conferences and portals for training and promotion of the NJPA contract throughout our entire organization including our dedicated dealership network. Additionally, Vermeer maintains its website Vermeer.com, which attracts up to 40,000 views per month. This website will be updated to reflect all the possible opportunities from the NJPA Contract. The latest news in machinery, shows and events will be posted on the website and adjusted as needed. Marketing materials will be produced to develop awareness of the website.

Additionally, two Facebook (Underground and Tree Care) pages reach over 30,000 "Friends." Videos are consistently posted to the VermeerCorp YouTube channel – the sum of views is now approaching 1 million.

33) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
NJPA will promote this contract through the publication of their magazine and assist governmental members in explanation and direction on how to use the contract. NJPA will have representation at trade shows that are beneficial to the contract and assist vendors with the member base contacts for development of the NJPA Contract. When members call for guidance, NJPA would be redirecting their calls, getting the member to the proper contract coordinator or dealer representative. Vermeer is the best at equipment marketing and NJPA is the best Co-Operative, working together presents a very strong marketing force which should be beneficial for all governmental clientele.
We have one "NJPA Awarded Contract" sign available to us. We would like more of these, if possible, so we can display and promote the contract at more regional and local shows throughout the United States, as these will be attended by the Vermeer Dealers.

34) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
We will train and have more than 500 individuals that are already dedicated to promoting Vermeer products and services across North America to use and promote the NJPA program. This dedicated group already has numerous existing relationships with governmental agencies and is always looking to expand that base. We will also use our current marketing strategies to announce and promote the relationship we have with NJPA, so the members can benefit from the value and the convenience NJPA offers. In addition, we will focus on promoting this program by developing our web page and technology in general and work with NJPA staff to enhance our efforts to grow this partnership.

As an example of the unique marketing techniques that Vermeer is capable of, in 2013, Vermeer launched Navigator Nation (see NavigatorNation.com), a marketing campaign focused on celebrating the talent and skill of horizontal directional drill operators. This outreach is unique in our industry because it is not primarily positioned to the appeal of equipment owners (those making the purchase decision), but rather their equipment operators. It is our strategy to reinforce/convert the operator's brand loyalty in hopes they influence the purchase decision of their business owners.

35) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
Vermeer Corporation's Senior Management is very aware and appreciative of the existing NJPA contract we have and is eager to promote and support a renewed contract. The Senior Management, upon renewal of a NJPA contract, will continue to support and promote this contract by planning group training at our national and regional meetings and by having a select group of people, which includes Jerry Beyer, Senior Global Account Manager, and Jodi Schnell, Global Accounts Coordinator, work directly on the implementation and promotion of a renewed NJPA contract. The role for the Senior Global Account Manager is being revised to allow Jerry, as the Senior Global Account Manager, to focus and provide more effort in promoting the NJPA relationship and contract throughout our organization.

NJPA results and execution are reviewed and shared with Vermeer's Strategic Leadership Team through Tony Briggs, Vice President of Sales and Distribution.

36) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
Vermeer is presently looking into the feasibility of implementing an E-procurement and E-marketplace system.

37) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.

38) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?
The pricing and pricing strategy will become part of our overall pricing database that is used by Vermeer Corporation for our dealer network. Our dealership network is already accustomed to using this database for NJPA and a few other select Global Account customers.
A portion of this answer has been redacted.

Other Cooperative Procurement Contracts Held

39) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
Along with our existing NJPA contract # 081209-VRM, we have a contract with a third party, Federal Contracts Corp that represents our products to the Federal Government. Vermeer has a small business, HUBZone and certified service disabled veteran program partner in place (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters. This program will incorporate a third party and any fees associated with that third party.

40) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
This answer has been redacted.

41) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
There have been single award contracts, one time purchases, in every area of the United States and Canada. Vermeer Corporation does not hold any continuous contracts other than the NJPA Contract.

42) What is the annual combined dollar sales volume for each of these contracts?
N/A

43) Identify any GSA Contracts held or utilized by the Proposer.
Vermeer Corporation currently does not hold a direct GSA contract.
Vermeer has an agreement in place with Federal Contracts Corp. FCC holds GSA Contract #GSA-30F-008S. With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters.

44) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
NJPA will be the primary program promoted and used in each market and vertical.

45) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?
_X_ Yes ____ No Explain and demonstrate your commitment and/or restrictions.
Over the past few years, Vermeer has introduced our customers to NJPA with good results for both entities. We will continue to enhance our ability to promote this program with current and new contacts. NJPA is the only program that Vermeer Corporation has introduced and provided training for during our national and regional meetings. It is the only program that is managed and administered through Vermeer's Global Accounts department. Vermeer Corporation's commitment to NJPA will continue and the efforts put forth will continue to increase. Vermeer Corporation will continue marketing with a direct link from our website to NJPA's Home Page.

46) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.
Due to the economic pressures for most government entities, it is our desire to increase our discounts and reduce or eliminate costs where possible. With that in mind, this proposal incorporates a 1.25% administrative fee for NJPA. This is an increase from the administrative fee currently being utilized.

Value Added Attributes

47) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? _X_ Yes ____ No
Vermeer provides product training for operation and maintenance on their entire product line. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Dealers will provide start-up training on each new piece of Vermeer equipment delivered. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.

48) Is this training standard as a part of a purchase or optional?
The training is standard and is included with each new product delivered.

49) Describe current technological advances your proposed equipment/products and related services offer.
- *Vermeer is considered to be the innovator within the industry creating newer, more efficient products.*
- *We are continuously developing environmental and economic features in our products. An example of this is our Eco-Idle systems on our newest line of T4 brush chippers. The Eco-Idle system saves fuel and reduces emissions by reducing engine rpm and not stopping the cutter drive system when possible. This also saves clutch wear and overall maintenance. This is one example of how Vermeer products reduce life cycle costs of our products for NJPA members and our customers. Each product has its features and benefits which are described in the attached products descriptions.*
- *Life cycle costs and safety are the key drivers used during the engineering and enhancement of all of our products. Vermeer has designed many technological safety features and ergonomics into our products. These items become standard, not optional, features in our products. These safety features are highlighted in the attached product descriptions.*
- *The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc.). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient.*
- *A financial calculator is available on the Vermeer website to assist members with determining payment terms.*
- *A local Vermeer dealer can be located using the 'Dealer Locator" feature on the website.*
- *In our desire to be economical with the overall size of this response, please refer to the numerous other technological advances that are included in questions 50, 52 and 53.*

50) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).

Vermeer has developed and implemented a World-Class Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence. Key elements of our Environmental Management System include

- *Corporate Vision – "Environmental Sustainability for Future Generations". Our desire is more than just compliance; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we all share.*
- *Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize any risk of environmental pollution from our operations.*
- *Resource Conservation – Resource Conservation is achieved in three ways…Reduction…Reuse…and …Recylcing. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms.*
- *Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process.*
- *Community Outreach – is the very essence of what environmental stewardship is about. It is the part of our vision that noticeably portrays our passion for sustaining the environment. Examples of Vermeer's Community outreach efforts include:*
  - *Annual waste collection days for the community*
  - *Environmental education grants.*
  - *Community "Green Team" mentoring*
  - *Environmental Educational Tours (Teachers / Students / Community)*
  - *Disaster clean-up and recovery efforts*
  - *Community Habitat Conservation Projects*
  - *Environmental Internships*
  - *Partnerships with colleges for technical educational programs that benefit the environment*
- *Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as:*
  - *Bio-waste conversion to energy and ethanol*
  - *Geothermal applications*
  - *Wind energy*
- *Vermeer's brush chippers utilize an ECO-Idle system. This system will reduce engine RPMs on a product to reduce fuel consumption. This reduces operating and ownership costs as well as emissions.*
- *Vermeer engineers increase efficiencies through hydraulic tank sizes and cooling features, which helps reduce heat in their respective systems. This helps reduce overall maintenance and reducing costs.*
- *Vermeer offers and utilizes Tier 4 engines according to the EPA guidelines when applicable.*
- *Vermeer has set its sights on the opportunities presented in the emerging biomass market. Along with the baler designed for cornstalk collection, they have purchased a prototype corn cob collector system. Its design provides a one-pass grain and cob harvest because it tows behind the combine.*
- *In 2008, Vermeer introduced a new wide-swath, center-pivot trailed mower that's easy-to-operate and designed for high-production cutting, using low hp tractors, thereby reducing fuel and operator expense.*
- *Vermeer's brush chippers, horizontal and tub grinders, and other environmental equipment have the power and maneuverability to boost productivity and efficiency. Patented elevating face technology exclusive on the Vermeer CT1010TX compost turner can put more waste in less space helping save valuable square footage in landfills and composting operations.*
- *Future Goals – We believe Zero Landfill Disposal and being Carbon Neutral are challenges that we can truly achieve, and our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. We will continue to partner with the community on resource and habitat conservation projects. Alternative Fuels will be integrated into new product designs. More and more "green" components will be integrated into Future models of Vermeer Equipment. We will continue to explore innovative ways to reduce our environmental footprint. Vermeer has made a very conscious effort to build upon our vision so that we are recognized as an industry leader of environmental sustainability…we pledge to continue to build on our vision ensuring we have a positive impact on the global environment we all share.*

- *Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. Brush chippers and horizontal and tub grinders are being used to process wood waste into biomass for electric and steam power generation facilities. Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers industry pioneers a solution in the PD10 pile driver.*
- *Vermeer is carrying the green movement into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.*
- *Through our ongoing recycling efforts, the Vermeer facility located in Pella, Iowa USA recycles or reuses over 70 percent of our total waste rather than dispose of it in local landfills. Water conservation has also resulted in a 55 percent decrease in water usage throughout the Pella facility.*

51) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
Vermeer has a small business, HUBZone and certified service disabled veteran program partner in place (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters. This program will incorporate a third party and any fees associated with that third party.

52) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
Vermeer Corporation celebrates six decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered to be the innovator of quality products within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators.

Higher residuals, reduced maintenance, increased training and safety are all included in the life cycle costs of a piece of equipment. Continuously striving to reduce overall life cycle costs adds value and reduces costs for NJPA members and our customers.

Vermeer is the only supplier that can offer such a wide variety of equipment, which consists of all of the products from our Tree Care, Recycling, Utility Tractor, Specialty Equipment and Trenchless divisions. We are also the "only" supplier that has a dedicated dealership network for these products.

53) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
Here are some unique attributes on and from each of our product lines that sets us apart in the industries we serve.

Our UT products incorporate these unique attributes:
- *Trench sense on most of our RTX series tractors. This feature helps the operator achieve maximum productivity.*
- *Quad tracks on our RTX series. This helps match tractor to operating conditions.*
- *PD10 display and control. The PD10 allows the operator more control while operating a trencher, plow and/or rock wheel. Our units have diagnostics incorporated into the units, the PD10 monitors and can alert the user to possible problems or display specific service issues. This can greatly reduce downtime and repair time when there is a service issue. This monitoring and display will also perform some tasks by itself or warn or stop the operator from performing certain some tasks that may harm or cause service issues. A good example of this is the parking brake, the PD10 will automatically set the parking brake when the unit is stopped and release it when the operator simply engages the ground drive.*

- *Ease of changing attachments. Our equipment is designed so an owner can easily change trencher, plow or rock wheel attachments. The PD10 control can then be used to simply set the attachment drive system and the ground drive system to operate each attachment. The PD10 will set the hydraulic controls appropriately.*
- *Operator Ergonomics – All of our RTX series equipment have rotating seats which aid the operator. All of our controls move with the seat so they are always located in the same proximity to the operator. The operator does not have to look or reach for a control when needed.*

Our Trenchless products incorporate these unique attributes:

- *Firestick Drill Rod is forged from one piece of steel compared to welded sections used elsewhere in the industry. Firestick Drill Rod provides greater steer ability and durability.*
- *Vermeer offers a Lifetime warranty on our Rack and Pinion gears used on our Directional Drills. We are the only one to offer this in our industry.*
- *Common Controls on our directional drills from the 9x13 to the D100x140. This allows an operator to easily switch between units.*
- *Carve steer and auto pull back with 3 different modes to match speeds to job conditions.*

Our Recycling and Forestry products incorporate these unique attributes:

- *Vermeer's Duplex Drum enables the owner to use both sides of many of the wear items. This reduces replacement costs and service time providing increased efficiency. Ultimately this reduces operating costs.*
- *Utilizes electric fans for cooling, this frees up horsepower that can be used in the hammer mill. This should decrease fuel usage per ton of material. Electric fans can also cover more surface increasing cooling ability.*
- *Ergonomics and safety features that reduce work zone area, which increases safety.*

Our Tree Care products incorporate these unique attributes:

- *Bottom Feed Stop bars are standard on every chipper we produce.*
- *We incorporate the highest and longest feed tables in the industry for brush chippers.*
- *4-way top feed stop bars that stop the brush chipper's feed function whether it is pushed or pulled.*
- *Limited discharge chute rotation on our all of our brush chippers increases safety. This feature will not allow the chips to be discharged towards an operator feeding the material into the chipper.*
- *Patented Smart Feed system on our brush chippers. This patented system alleviates the need to have an additional operator to stand near the chipper to manually manipulate the feeding process.*
- *Patented Auto Sweep function on our Stump Cutters. This system can automatically control the sweep function on our stump cutters increasing production while reducing access wear on the unit.*
- *Enhanced operator presence systems are incorporated into our stump cutters. Vermeer's systems does not use manual switches that can fail or eyes that can be overridden easily. This improves safety for the operator.*
- *Vermeer offers a wide variety of towable units, rubber tired self-propelled units and rubber track self=propelled units.*
- *Spark arresting mufflers.*

More specific features and benefits, for all of our equipment, are detailed in each models descriptive literature.

54) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
Vermeer provides as standard a one year warranty for our entire product line. Extended warranties and maintenance packages are available as options. If a member chooses, Vermeer will tailor a purchase package with; leasing and total maintenance & repair of the equipment. These options are available by renting, leasing or purchasing.

55) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
Vermeer Corporation has a full presence, through its dealers and would be eager to promote the NJPA contract, in the Canadian market place. We also have numerous international dealerships and we currently ship to government agencies outside the US.

56) Describe any unique distribution and/or delivery methods or options offered in your proposal.
Vermeer's dealership network is unique in most of the industries we serve. Our dealers are dedicated to the Vermeer

product line and have been partnered with Vermeer for many decades. This offers our customers and members of NJPA quality support and service which helps in reducing the overall operating costs of our products. In comparison, most dealerships in the industries we serve are considered multiline dealers representing many different products and manufacturers. These multiline dealers can change often in (and at times be absent from) any particular geographical area. It is common to hear from, and be thanked by our customers regarding the service and ongoing support we provide. They state it is exceptional and unusual in the industries we serve.

Vermeer Dealerships maintain an inventory, throughout North America, of equipment and parts that are ready for delivery. This allows for shorter delivery times, which is extremely beneficial when immediate needs arise, such as storm cleanup.

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on <u>Form P</u>)

Signature: Jerry R Beyer Date: 6-25-13

Form A

Form B

PROPOSER INFORMATION

Company Name: Vermeer Corporation

Address: 1210 Vermeer Road East

City/State/Zip: Pella, IA 50219

Phone: (641) 621-8146 Fax: (641) 621-8185

Toll Free Number: (800) VERMEER E-mail: jbeyer@vermeer.com

Web site: www.vermeer.com

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: Jerry Beyer

Email: jbeyer@vermeer.com Phone: (641) 621-8146

* By executing Form F the "Proposer's Assurance of Compliance", You are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: Jerry Beyer Title: Sr. Global Accounts Manager

Email: jbeyer@vermeer.com Phone: (641) 621-8146

Your Primary Contact person regarding your proposal:

Name: Jerry Beyer Title: Sr. Global Accounts Manager

Email: jbeyer@vermeer.com Phone: (641) 621-8146

Other important contact information:

Name: Jodi Schnell Title: Global Accounts Coordinator

Email: jschnell@vermeer.com Phone: (641) 621-7885

Name: Shelly Larson Title: Administrative Sales Analyst

Email: slarson@vermeer.com Phone: (641) 621-7995

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: Vermeer Corporation

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects
		-None-		

Proposer's Signature: Jerry R Beyer **Date:** 6-24-13

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Vermeer Corporation Date: 06/24/2013

Company Address: 1210 Vermeer Road East

City: Pella State: IA Zip: 50219

Contact Person: Jerry Beyer Title: Sr. Global Accounts Manager

Authorized Signature (ink only): Jerry R Beyer Jerry Beyer
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Vermeer Corporation

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be September 11, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Chad Coauette

NJPA Executive Director (Name printed or typed)

Awarded this 20th day of August 2013 **NJPA Contract Number # 070313** - VRM

NJPA Authorized signature: _____ Scott Veronen

NJPA Board Member (Name printed or typed)

Executed this 20th day of August 2013 **NJPA Contract Number # 070313** -VRM

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Vermeer Corporation

Vendor Authorized signature: Jerry R Beyer Jerry Beyer

(Name printed or typed)

Title: Sr. Global Accounts Manager

Executed this _____ day of _____ 20_____ **NJPA Contract Number # 070313** -VRM

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals

and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

Company Name: Vermeer Corporation

Contact Person for Questions: Jerry Beyer

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1210 Vermeer Road East

City/State/Zip: Pella, IA 50219

Telephone Number: (641) 621-8146 Fax Number: (641) 621-8185

E-mail Address: jbeyer@vermeer.com

Authorized Signature: Jerry L Beyer

Authorized Name (typed): Jerry Beyer

Title: Sr. Global Accounts Manager

Date: 6-24-2013

Notarized



Subscribed and sworn to before me this 24th the day of June, 2013

Notary Public in and for the County of Marion State of Iowa

My commission expires: 6-7-2014

Signature: Valerie Lindenman

Form P

PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: Vermeer Corporation

Questionnaire completed by: Jerry Beyer, Senior Global Accounts Manager

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
Payment Terms are Net30.

2) Identify any applicable leasing or other financing options as defined herein.
A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
   - *Vermeer Corporation will utilize a Business-to-Government order process and funds flow.*
   - *Vermeer will establish a national marketing program for the Grounds Maintenance with Related Equipment, Accessories and Supplies Contract similar to what is already in place with NJPA today.*
   - *The Process Flow for NJPA orders will be structured to minimize the impact for both the sales team and our customers as indicated below:*
     1. *Customer contacts the local Vermeer dealer for NJPA Contract Purchase*
        a. *Vermeer dealer locator tool available on www.vermeer.com*
     2. *Determine if Local Agency is NJPA Member*
        a. *If member – proceed*
        b. *If not a current member – assist agency with online membership application*
     3. *Vermeer dealer determines product specifications and supplies quote*
        a. *Vermeer dealer has access to NJPA price pages*
        b. *Vermeer dealer can quote using their local quote forms applying percentage discount from standard list*
     4. *Develop Quote with:*
        a. *Machine pricing*
        b. *Applicable non-standard options*
        c. *Freight – Based on zoned freight matrix*
     5. *Quote Presented to NJPA Member*
        a. *Accepted – proceed to order process*
        b. *Denied – Vermeer dealer does not proceed, seeks possible assistance; Vermeer Corporate & NJPA*
     6. *Vermeer dealer places machine order*
     7. *Vermeer dealer receives machine and preps for delivery to local agency*
     8. *Vermeer dealer delivers machine to customer*
        a. *Perform operator review as needed*
        b. *File warranty registration*
     9. *Vermeer dealer issues invoice directly to NJPA Member*
     10. *Vermeer dealer submits documentation to Vermeer Corporation*

11. *Vermeer Corporation makes payment to NJPA Quarterly*
    a. *NJPA's fee will be calculated off of the total quarterly sales and remitted to NJPA. If a trade-in is involved, NJPA's fee will be calculated off of the total of the new purchase, not the net.*

A portion of this answer has been redacted.

4) Do you accept the P-card procurement and payment process?
If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships.

5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?
Vermeer Corporation is looking into the feasibility of expanding our electronic marketplace solutions as it pertains to submitting and receiving Purchase Orders, Invoices and Payments. Vermeer currently operates an e-marketplace solution (see Borestore.com) for some trenchless accessories. Depending on the scope of the project, Vermeer could deploy such expert resources to serve NJPA and NJPA members.

Warranty

6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
Full description of our one year warranty programs are provided in manufacturer Warranty Statements.
See attachment Form P-6.1.
Extended warranties are available.

7) Do all warranties cover all products/equipment parts and labor?
All materials and labor are covered as described in manufacturer Warranty Statements.
See attachment Form P-6.1.

8) Do warranties impose usage limit restrictions?
Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.
See attachment Form P-6.1.

9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
The Standard warranty repair or replacement should be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.
See attachment Form P-6.1.

10) Please list any other limitations or circumstances that would not be covered under your warranty.
Along with extended warranties we can provide standard or customized preventative maintenance packages. This can be a huge benefit especially for larger more complicated equipment like grinders, directional drills and others.
Full description of standard warranty is provided in manufacturer Warranty Statement.
See attachment Form P-6.1.

11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
We have the facilities and technicians available to perform warranty throughout the entire United States.

Equipment/Products and Related Services and Pricing

12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
Vermeer is pleased to offer the full line of the products we manufacture in this proposal. This includes the following equipment from their respective divisions of Vermeer:
- *Tree Care includes: Brush Chippers, ranging from 6-inch models to 23-inch whole tree chippers and a variety of towable and self-propelled stump cutters.*

- *Recycling and Forestry Equipment includes: Tub Grinders, Horizontal Grinders, Self-Propelled Grinders, Screening equipment and Compost Turners.*
- *Utility Tractor includes: a wide variety of Trenchers (walk behind and ride-on), Plows, Rock Wheels and etc…*
- *Mini Skid-Steers includes: a variety of mini skid steers and attachments.*
- *Trenchless Division includes: Directional Drills, Vacuums, Vacuum Excavators, Piercing Tools and more.*
- *Specialty Equipment that includes Large Trenchers and Drills.*
- *A sample list of equipment and their descriptions is attached. A full list is available at www.vermeer.com.*

13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
Vermeer is providing pricing templates that incorporate line item pricing based on percentage discounts.

The templates reflect the net NJPA price. They are grouped by product categories and each is saved as its own pdf file, making it easier to access a specific file. Each template includes sales codes (line items) needed for a basic unit. The optional features are listed below each base unit. The pricing templates are presented in a way that allows the NJPA member to "build" a unit while being able to view all the available specs. Based on experience with NJPA members, Vermeer has found this to be the most effective format, for NJPA members, in determining appropriate specs and pricing.

A freight matrix, broken out by zone and model for each Vermeer product, is included as part of the Vermeer pricing model. In order to determine the total purchase price, the NJPA member and Vermeer dealer are able to utilize the pricing template and freight matrix. By supplying both the product price and freight as part of the "bid price", the member will be able to have full assurance of the contracted pricing, eliminating all the potential "gray area" for the Purchasing Officer.

14) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.
Each of our dealers is able to source and provide these Non-Standard Options. When this is applicable, the dealer will provide the member with optional solutions and pricing. The member can then decide what is in their best interest. All sourced line items will be indicated as "Non-Contract Options", clearly indicated on the proposal.

15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
Attached to this proposal are NJPA pricing templates and a Freight Matrix. See attachment Form P-15.1.

The attached NJPA pricing templates are saved into folders that are grouped by product category. The Freight Matrix, broken out by zone and Vermeer model, is also included and is part of the pricing model.

In order to determine total acquisition price, the Vermeer dealer or NJPA member can simply combine the product price from the pricing template and the appropriate Freight Matrix price.

This is the same system that has been used and refined for the past four years. To date, based on conversations with Jeremy Schwartz, our contract manager, the use of these templates and freight matrix works for NJPA and our products. We will continue to work with Jeremy and NJPA to refine this method if needed. The price sheets utilize model numbers and sales codes rather than SKU numbers.
A portion of this answer has been redacted.

16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
Vermeer Corporation is looking into the feasibility of establishing an electronic marketplace solution as it pertains to submitting and receiving Purchase Orders, Invoices and Payments. This is not available today, but may be in the future. Vermeer has a corps of IT professionals with experience in virtually every major software platform, contributing to our ability to comply with any e-marketplace solution.

17) If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.
Core List is attached.
See attachment Form P-17.1
A portion of this answer has been redacted.

18) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
At this time we do not have a Hot List to provide. If and when this maybe applicable we will provide a spread sheet containing a list of equipment and any applicable pricing. Within the heavy equipment industry, a Hot List is usually not a term used. However, some manufacturers will have temporary pricing adjustments and Vermeer may also do this by announcing the additional savings to the NJPA Members using the "Hot List" format.

19) Provide your NJPA customer volume rebate programs, as applicable.
Quantity discounts may apply when a large quantity of units are being ordered at one time. Please contact the appropriate Vermeer Dealer or the Vermeer Global Accounts Department to discuss.

20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
The Total cost for all equipment, which includes the price sheets and freight matrix, is included in the pricing submitted. If, in the future, something does enter this category, we will provide pricing to the member making the special request so they can make their best decision.

21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
We have provided a freight matrix which includes any applicable freight costs. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone based freight matrix. Delivery is included in this total price for each unit.

22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are **(Your proposal will be deemed "Non-Responsive" if this question is not answered):**

_____a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

__X__ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

23) Do you offer quantity or volume discounts? __X__ YES _____ NO Outline guidelines and program.
Quantity discounts may apply when a large quantity of units are being ordered at one time. Please contact the appropriate Vermeer Dealer or the Vermeer Global Accounts Department to discuss.

24) Describe in detail your proposed exchange and return program(s) and policy(s).
Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.

25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services.
For unit that may be traded-in for new pieces the freight can be discussed and priced between the member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see equipment operate in their area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.

26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.
Each dealer receives funding from Vermeer Corporation for products sold and delivered to NJPA members. To receive this funding the dealer must submit paperwork to the Vermeer Global Accounts Department (specifically to Jodi Schnell and Jerry Beyer), stating the NJPA program was utilized and who the purchasing member is. This paperwork along with submitted warranty cards is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the NJPA program.

Industry or Sector Specific Questions

27) As a follow-up to question 3) above, please specify if you will be including your dealer network in the proposal. If so, please specify how involved they will be. (For example, will the dealer accept the P.O.), and how we are to verify a specific dealer is part of your network.
All Vermeer Dealers are included in and support this program and proposal. Our dealerships can prepare quotes and accept POs and payments for this program. Each dealership can be found and confirmed by using "Find A Dealer" service on our website or by contacting the Vermeer Global Accounts Department. Our website is www.vermeer.com. This business plan facilitates the NJPA Members to procure their equipment needs "locally", spending their budget money in their own backyard. The Vermeer Distribution network helps make the NJPA Contract more feasible locally.

28) As a follow-up to question 13) above, please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
Pricing Templates are attached.
A portion or all of this answer has been redacted.

29) Within the RFP category there is the potential to be several different sub-categories of solutions *(reference section1.21.1.1).* What sub category title(s) would best describe your products, services and supplies?
Vermeer Tree Care products, Brush Chippers and Stump Cutters, would be directly related to tree and shrubbery. These products could also be associated with lawn care related equipment, sidewalk and walking path maintenance equipment and equipment associated with the removal of debris from grounds.
Vermeer Recycling and Forestry Equipment, Tub Grinders, Horizontal Grinders, Screens and Turners, would be directly related to other forms of vegetation maintenance equipment and equipment associated with the removal of debris from grounds. These products could also be associated with tree and shrubbery.
Vermeer Utility products and Trenchless Products, including trenchers, directional drills, plows, vacuum excavators, rock wheels and others would be more directly related to parking area maintenance equipment and sidewalk and walking path maintenance equipment. These products could also be associated with lawn care related products.
Vermeer Utility Products including mini skid steers could be directly associated with all of the categories listed in section 1.21.1.1.

30) What do you consider to be the top three market differentiators of your products/services relative to this RFP category, and in comparison to your perceived competitors?
The top three differentiators for Vermeer are Cost of Ownership, Safety &Green Initiatives, and the Dealership Network.

Cost of Ownership is determined by initial and long term quality and strength of a product, actual cost to operate and maintain a piece of equipment and the related safety built into a piece of equipment. We design our products with Gary Vermeer's original motto, which is, "Find a need. Fill that need with a product built to last. And simply build the best!" Building the best includes overall reliability and cost of operation. Building equipment with the lowest life cycle costs ultimately provides more value to the customer compared to building the cheapest initially. Our engineers focus their design on reliability, cost efficiency and safety. In the industries we serve, Vermeer is known for providing this strong reliable equipment. We are also known for providing industry leading support over the life of a piece of equipment. This is done through our unique, dedicated dealership network. Building safety into all of our products, not only provides more safety for the individuals working with our equipment, it also plays a key role in the overall cost of ownership.

Safety & Green plays a large role in our company. Green is used not only to reduce waste and build efficiencies in

our manufacturing process; it also is designed into our equipment as much as possible. Examples include Eco-idle on our brush chipper products, remote controls to efficiently run our grinders and other products, cooling features (hydraulic and engine systems) used in a variety of products and the products themselves can all be used to reduce waste and build efficiencies. The safety enhancements of Vermeer Products have "set the standards" within our industry.

Our dedicated dealership network is very unusual in the industries we serve. Most dealers in our industry represent many different products and manufacturers and can change often. Vermeer dealers are dedicated to Vermeer products only. This dedicated service and support provides our customers and NJPA members with personnel and technicians that are well trained and focused on supporting them and work daily in their respective areas. This allows them to be close to actual NJPA Members and fully understand the conditions they are working in on a daily basis. Having a nationwide distribution network; facilitating local spending by the agencies, in lieu of sending purchases out of the state, help make Vermeer/NJPA a positive solution.

Signature: Jerry R Beyer Date: 6-25-13

Form P

www.njpacoop.org

National Joint Powers Alliance®

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Pricing and marketing material was submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Vermeer Corporation Date: 06/24/2013

Company Address: 1210 Vermeer Road East

City: Pella State: IA Zip: 50219

Contact Person: Jerry Beyer Title: Sr. Global Accounts Manager

Authorized Signature (ink only): Jerry K Beyer Jerry Beyer
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Vermeer Corporation

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be September 11, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Chad Coauette

NJPA Executive Director (Name printed or typed)

Awarded this 20th day of August 2013 **NJPA Contract Number # 070313** - VRM

NJPA Authorized signature: _____ Scott Veronen

NJPA Board Member (Name printed or typed)

Executed this 20th day of August 2013 **NJPA Contract Number # 070313** -VRM

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Vermeer Corporation

Vendor Authorized signature: Jerry R Beyer Jerry Beyer

(Name printed or typed)

Title: Sr. Global Accounts Manager

Executed this 20th day of August 2013 **NJPA Contract Number # 070313** -VRM

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Vermeer Corporation (Vendor)
1210 Vermeer Road East
Pella, IA 50219

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #070313-VRM" for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of August 20, 2016 to August 20, 2017.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 8/16/16

Vermeer Corporation

By: Chad Tousey, Its: Corporate Account Manager

Name printed or typed: Chad Tousey

Date 8-15-16

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

Legislation Details (With Text)

File #:	17-7	**Version:**	1	**Name:**	Approve Task Order 2017-03 - Fire Station 2 Design
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/20/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order Fire Station 2 ($70508).pdf P935 Cocoa FS2 and 3 RZK Proposal R1.pdf Task Order Fire Station 3 ($36441.85) - Informational				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 20, 2016
Agenda Date: January 10, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
To Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site).

BACKGROUND:

The City of Cocoa is in the process of constructing three fire stations in the City during Fiscal Year 2017. The design firm originally chosen to design and assist with the construction administration of Fire Stations 2 and 3 (Architects Design Group - ADG) did not have their contract renewed for FY 2017 to complete the design/construction services. Architects RZK, Inc. will perform these services as determined and directed by the City of Cocoa. Architects RZK, Inc. will provide professional design services and manage the design team selected by Architects RZK during the design/construction process.

The Project Description involves a design effort for Fire Stations 2 (Brunson site) and 3 (SR 524 site). The buildings will be a modified design similar to the Viera Fire Station that Architects RZK, Inc. previously managed for Brevard County. Fire Station #2 will be designed first using the Viera Fire Station concept and will include modifications to the original ADG design. Task Order #2017-04 for Fire Station #3 (SR 524) was previously approved by the City Manager and is attached for informational purposes. Once Fire Station #2 is fully designed and approved by the City, Fire Station #3's design will be mirrored to that of Fire Station #2. The building design will also include features

similar to the new Fire Station #1 for both interior and exterior appearance.

Scope of Services

The scope of services includes several steps and the tasks are separated so the costs associated with each fire station are separate.

Step One (Kick-off meeting) - Prepare a plan that identifies the modifications to the Viera Fire Station in layout and appearance. This meeting will include W&J Construction, the contractor responsible for constructing all three fire stations and City Staff.

Step Two (Construction Documents) - RZK's team will prepare construction documents to present to the contractor and the City for review and approval.

Step Three (Competitive Pricing/Bid Period) - The design team will assist the City and contractor with Owner Direct Purchase submittals.

Step Four (Permit Period) - Prepare documents required for the permitting process.
Step Five (Construction Period) - RZK will review contractor submittals and inquiries and observe the general progress of the construction. RZK will assist with assist with reviewing the punch list and signing off on substantial and final completions.

Fire Station #2 Cost - $70,508.00 Project CP16F2

Fire Station #3 Cost - $36,441.85 Project CP16F3

Total Cost for both projects is not to exceed $ 106,949.85.

Staff recommends approval of Task Order #2017-03 in order to proceed with the project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$ 106,949.85 (Included in the Adopted FY2017 Budget)
Account Number	301-3580-519-62-00_
Account Name	Capital Projects - Buildings_

Source of Funds: Operating Revenue

PREVIOUS ACTION:

At the November 21, 2016 Council Meeting, Council awarded the construction contract for Fire Stations #2 and #3 to W&J Construction Corporation (16-498, VIII.2)

RECOMMENDED MOTION:

To Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 for the Professional Design Services on Fire Station 2 (Brunson site).

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4888898&GUID=70E7E315-2AC5-4E7F-875C-3BB048253539* is a secure document that has been embedded in this document. Double click the pushpin to view.



Architects RZK, Inc.

December 20, 2016 **REVISION 1**

Mr. Gary Palmer, Facilities Manager
City of Cocoa
155 Wilson Street
Cocoa, FL 32922

Reference: P935 City of Cocoa Fire Stations No. 02 & 03

Subject: Professional Architectural & Engineering Design Services Proposal

Dear Gary:
Architects RZK, Inc. (RZK) is pleased to submit this proposal for professional design services. We intend to utilize the efforts by **DDC Engineering, Inc. (DDC)** for the MEP engineering design effort, **MK Structural Engineering, Inc. (MKS)** for Structural engineering and **Allen Engineering, Inc. (AEI)** for Civil-Site to modify their existing design. These are the same consultants being used for fire station #01.

RZK will be the lead design firm who will provide architectural design and manage the design teams' efforts.

PROJECT DESCRIPTION (GENERAL)

This design effort will be that for two (2) new structures located on two (2) sites already selected by the City of Cocoa. The structures will be a reuse of the Viera Fire Station design with selective modifications thereto as described below with the exception of landscape architecture which will not be utilized. Instead, we will rely on W&J's landscape contractor to modify the present design.

BASIC SCOPE OF SERVICES

Professional design services enumerated herein are that required to modify the Viera Fire Station design to be roughly a maximum of 7,939 sf in size. The modifications will include the elimination of one (1) truck bay to have two (2) truck bays; changing the training room to include offices and adjusting the bunk areas to be private alcoves or rooms. An alternate will be designed for a larger Apparatus Bay to be included at one of the two stations. Architectural, Structural, Mechanical and Electrical Design efforts will include the main structure and any features directly attached thereto, unless noted otherwise, and will cease at an imaginary line five (5) feet outside of the proposed building footprint. The building design will also include features similar to new Fire Station #01 for both interior and exterior appearance, systems, etc. Civil-Site design services will involve only a modification to the current site plans for each station to "fit" them into the same locations as that shown in the ADG design.

The design effort by **RZK** and our design team will follow several logical **Steps** as described below. This process has been enumerated for what **RZK** considers as reasonably comprehensive and that most economical to meet the needs required by this project.

Step One (Kick-off meeting)
Step One will involve preparation of a schematic plan which identifies the proposed modifications to the Viera Fire Station layout and appearance. A meeting with the stakeholders, which we anticipate will be W&J Construction, City Representatives and any individuals which each selects to be present. The meeting will focus on a review of the building program requirements relative to the spatial arrangements, building use and any persons (users) who will occupy the facility, all the finishes, any equipment to be accommodated within the structure and all the building systems. We anticipate the Design Team & W&J will walk away from this meeting with a clear understanding of what needs to be adjusted from that of the Viera Fire Station.

Step Two (Construction Documents)
Step Two will involve moving directly to the preparation of construction documents **(CDs)** necessary to describe to the contractor the design intent and that required for a local building permit. Technical specifications will be on the drawings or in a manual whichever will address the need at hand. Contractual and General Conditions specifications will be in manual form to supplement the drawings.

RZK and the design team will proceed with completion of the **CDs** and pause for a pre-final submission to W&J and the City, including any individuals they select to be present, for a review meeting. Any last-minute minor clarifications or adjustments will be included within the documents.

Electronic files of the **CDs** will be provided to W&J and we presume said files will be submitted to the subcontractors for the construction effort.

Step Three (Competitive Pricing / Bid Period)
During this period **RZK** and the design team will respond to any pertinent inquiries by the bidders and issue any response(s) in writing.

Step Four (Permit Period)
RZK and the other design professionals will sign and seal documents for submission to the governing locality responsible for issuing a building permit.

Subsequent to the Building Official's review **RZK** and the design team will respond to any pertinent comments and issue any response(s) in writing.

Note: this is not related to any of the usual site permitting efforts or procedures.
Step Five (Construction Period)
During this period **RZK** and the design team will review submittals of products and inquiries from W&J. **RZK** and the other design team members once weekly to observe the general progress and quality of construction and attend a progress meeting with the City. At that time **RZK** will also process and certify the monthly progress payments to the City. The design team engineering members will visit the job site once or twice monthly during construction of that related to their design discipline.

At substantial completion **RZK** and the design team engineers will walk the project and supplement the contractor's punch list for items which remain to be finalized. If the building can be occupied **RZK** will issue a Certificate of Substantial Completion. Once the contractor advises the punch list has been completed **RZK** will walk the facility one final time to confirm if final completion has been achieved.

Should **RZK** or the design team engineers be required to make multiple visits to resolve construction errors or to confirm substantial or final completion we will invoice for any additional visits at our hourly rate for the duration of said visit along with any other time spent reconciling the situation.

COMPENSATION FOR A/E SERVICES

We propose the following fees for the Basic Scope of Services identified above.
See attached breakdown by task and Individual.

Design Effort (Steps 1 thru 4) FS #2	**$ 51,294.00**
Design Effort (Steps 1 thru 4) FS #3	**$ 17,227.85**
Construction Period Effort FS #2	**$ 19,214.00**
Construction Period Effort FS #3	**$ 19,214.00**
BUILDING DESIGN COMPENSATION	**$106,949.85**

The above fees are "not to exceed" based on our understanding of the work tasks Should the work tasks or budget change, or unforeseen circumstances cause an increased involvement of any work task, we reserve the right to seek and secure additional compensation.

The above fees include a figure to cover conventional reimbursable expenses which include routine travel within Brevard County, photography of existing conditions, reproducing of design documents for design review submittals, routine common postage and our equipment usage.

Allowance for Civil Design Modifications **$ 4,000.00**

The above allowance is an estimate and is not included in the "not to exceed" building design compensation.

SCHEDULE

We will begin immediately upon receipt of a signed agreement or Notice to Proceed and anticipate being complete with construction documents with **CDs** within 45-60 calendar days, provided all review meetings and the project information flow is expeditious between all parties.

ADDITIONAL SERVICES

Additional services can be provided by our firm or the design team but have been omitted as part of the BASIC SCOPE OF SERVICES described above because the need for same is unknown, uncommon with most clients or simply to provide a proposal which is reasonably comprehensive and economical.

We appreciate this opportunity and look forward to the opportunity to serve The City of Cocoa for this project.

Should you have any questions please feel free to contact me at your convenience.

Sincerely,
Architects RZK, Inc.

John C. Zwick, President, Architect LEED AP

P935 City of Cocoa Fire Stations No. 02 & 03

Architects RZK, Inc.

COMPENSATION SCHEDULE OF VALUES — 12/20/2016

Fire Station No. 2

DESIGN, BIDDING AND PERMITTING

POSITION	HOURLY RATE	HOURS	TOTAL
Principal	$149.50	38	$ 5,681.00
Project Manager	$124.00	210	$ 26,040.00
CAD Technician	$70.10	250	$ 17,525.00
Clerical/Admin/Word Processing	$51.20	40	$ 2,048.00
		Total for Section:	$ 51,294.00

CONSTRUCTION ADMINISTRATION

POSITION	HOURLY RATE	HOURS	TOTAL
Principal	$149.50	30	$ 4,485.00
Project Manager	$124.00	109	$ 13,516.00
CAD Technician	$70.10	10	$ 701.00
Clerical/Admin/Word Processing	$51.20	10	$ 512.00
		Total for Section:	$ 19,214.00

TOTAL FIRE STATION NO. 2 — **$ 70,508.00**

Fire Station No. 3

DESIGN, BIDDING AND PERMITTING

POSITION	HOURLY RATE	HOURS	TOTAL
Principal	$149.50	29.5	$ 4,410.25
Project Manager	$124.00	72	$ 8,928.00
CAD Technician	$70.10	48	$ 3,364.80
Clerical/Admin/Word Processing	$51.20	10.25	$ 524.80
		Total for Section:	$ 17,227.85

CONSTRUCTION ADMINISTRATION

POSITION	HOURLY RATE	HOURS	TOTAL
Principal	$149.50	30	$ 4,485.00
Project Manager	$124.00	109	$ 13,516.00
CAD Technician	$70.10	10	$ 701.00
Clerical/Admin/Word Processing	$51.20	10	$ 512.00
		Total for Section:	$ 19,214.00

TOTAL FIRE STATION NO. 3 — **$ 36,441.85**

BUILDING DESIGN COMPENSATION — **$ 106,949.85**

Task Order Request Form

Architectural Services

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-16-01-COC (E) **Vendor:** Architects RZK, Inc.

Dept./Division Name: Public Works/Capital Projects **Requestor:** Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2016.12.21 11:30:08 -05'00' **Date:** 12/21/16

Project Number: CP16F3 **Title:** Project Manager

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ Requested Amendment Amount: _____

Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____

Total number of Amendments including this one: _____

Quote/Proposal #: P935 Station 3 **Dated:** 12/20/16 **Amount:** $ 36,441.85

☑ Quote Attached

Michael Giorgio Digitally signed by Michael Giorgio Date: 2016.12.21 13:35:22 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

Professional design services for Fire Station #3 that will include modifications to the original design. Costs are separated into Design, Bidding and Permitting AND Construction Administration.

Design is Construction Related: ☑ Yes ☐ No **Good Faith Estimate of Construction Value:** $ 2,500,000.00

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: _____

Council Approval Required: ☐ Yes ☐ No

Reason Disapproved:

Date: 12/21/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.12.21 15:48:28 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 12/27/16 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2016.12.27 11:12:22 -05'00' **Title:** City Manager

John A. Titkanich, Jr., AICP

1) **Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.**
2) **Director: review and approve, forward both to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

Legislation Details (With Text)

File #:	17-8	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	12/21/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve Agreement with Brevard Robotics, Inc. for the City to Extend a Sewer Force Main (which will be owned and operated by the City) and for an Option to Convert the Private Station into a Future Master Lift Station for City use and Authorize the City Manager to Execute the Agreement. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard Robotics Agreement Brevard Robotics Agreement Exhibit A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 21, 2016
Agenda Date: January 10, 2017
Prepared By: George R. Toler. Engineering Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Agreement with Brevard Robotics, Inc. for the City to Extend a Sewer Force Main (which will be owned and operated by the City) and for an Option to Convert the Private Station into a Future Master Lift Station for City use and Authorize the City Manager to Execute the Agreement

BACKGROUND:

Brevard Robotics, Inc. has requested a wastewater connection to the City of Cocoa system. The City desires to have the wastewater system sized to accommodate use by other nearby property owners. The connection to the existing wastewater system will require a Florida Department of Transportation permit. FDOT requires that all permitting is done by the governmental entity that will own the facility upon completion. Once the force main has been constructed, inspected, cleared for use, and accepted by the City, it will be owned and maintained by the City.

In addition, as other nearby development occurs, the agreement has the option of converting the private lift station into a master lift station for the City on Cox Road that would be available for other users. The other users would reimburse Brevard Robotics for their pro rata proportional share of the force main costs.

The City Attorney has developed and reviewed the agreement document and Staff recommends

approval of the agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Agreement with Brevard Robotics, Inc. for the City to Extend a Sewer Force Main (which will be owned and operated by the City) and for an Option to Convert the Private Station into a Future Master Lift Station for City use and Authorize the City Manager to Execute the Agreement

Return to: Carie Shealy
City Clerk
65 Stone Street
Cocoa, Florida 32922

FORCE MAIN REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this 1st day of November, 2016, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **Brevard Robotics, Inc**, a Florida corporation (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") within the City of Cocoa, Florida as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested permits through the City of Cocoa to extend a sewer force main from its existing property located on Cox Road to a connection point with the City's existing public sewer system located along State Road 524; and

WHEREAS, once the force main has been constructed, inspected, cleared for use and accepted by the City, it will be owned and maintained by the City, and will benefit the City via expansion of the City's public sewer system;

WHEREAS, the Developer/Owner will pay all costs associated with construction of the force main; and

WHEREAS, the force main will be of sufficient size and capacity to accommodate use by other nearby property owners; and,

WHEREAS, the City is authorized to regulate development of the Property.

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference. This Force Main Reimbursement Agreement is created for the benefit of the City, as well as the Developer/Owner and his successors and assigns.

2. Contractor shall be fully responsible for designing, permitting and constructing the improvements. Contractor shall perform its duties, responsibilities, obligations, or functions set forth in this Agreement with due diligence and reasonable care consistent with prudent utility practices, or to otherwise meet its obligations under this Agreement. The City shall not be required or obligated in any way to design, permit, construct or participate in any way in the construction of the improvements, until such time as the improvements are constructed, approved, cleared for use and fully accepted by the City in writing. Once this has occurred to the satisfaction of the City, it is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest will transfer ownership of the force main through a Bill-of-Sale and that the City shall be responsible for the maintenance of the utility improvements lying within the existing public right-of-ways of Cox Road and State Road 524.

3. For a period of seven (7) years from the date of the Bill-of-Sale, the City will require any third party users who wish to connect to and benefit from the referenced force main, to provide a pro-rata reimbursement for their fair share of the established construction costs listed in the Bill-of-Sale for the forcemain. The reimbursement will be based on the projected third party flow reflected on their permit application (in gallons per day – GPD, peak flow), versus the overall force main capacity of 200GPM, expressed as a percentage of the overall construction cost established on the Bill-of-Sale for the forcemain portion of construction.

4. The City will receive the third party reimbursement as a part of its permitting process, and then reimburse the Developer/Owner in the same amount within 90 days of receipt of payment.

5. In the future, if a third party desires to utilize the private lift station constructed by Developer/Owner for its benefit, by mutual consent from the City and the Developer/Owner, the private station may be converted to a public lift station. If agreed to, the Developer/Owner also agrees to convey an easement over for the lift station to the City along with an appropriate access easement consistent with the current standards described in the latest and most current City Utilities Handbook. Once the station is modified and constructed to City standards at no expense to the Developer/Owner, the operation and maintenance of the station will become the responsibility of the City in perpetuity.

6. Developer/Owner, upon execution of this Agreement, shall pay to the City the cost of

recording this Agreement in the Public Records of Brevard County, Florida.

7. 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 provisions in this Agreement shall be construed as a waiver of sovereign immunity by the City. 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.

8. At such time this Agreement is approved and fully executed by the Parties, this Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property, and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property. In the event the subject Property is annexed into a separate municipality or the County, this Agreement shall be null and void.

9. Prior to the Developer's conveyance of the improvements to the City, this Agreement may be terminate by mutual written agreement. After conveyance of said improvements, this Agreement shall terminate five (5) years after the ownership of the improvements are transferred to the City pursuant to this Agreement.

10. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto.

11. A Party shall be deemed in default under this Agreement if that defaulting party fails to perform a material term of this Agreement, and such failure is not cured in accordance with the terms of this Agreement within thirty (30) calendar days after receipt of written notice of the default. The remedies upon default shall be limited to specific performance and recovery of actual damages (except for attorney's fees and related costs) incurred by reason of, the defaulting party's failure to perform. Notwithstanding any other provision of this Agreement, in no event shall any party have any liability to the other parties under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (A) any special, incidental, indirect, exemplary, or consequential damages; (B) loss of profits or revenues, loss of use of plant or equipment, or claims of customers of any party, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary, or otherwise; or (C) costs, losses, damages, expenses, fines or penalties to the extent

that any such party is entitled to receive insurance proceeds pursuant to an insurance policy or policies covering such costs, losses, damages, expenses, fines, or penalties.

12. Notwithstanding any provision of this Agreement, the Parties do not intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit either among themselves or with any other third party.

13. In the event of any dispute arising under this Agreement between the Parties, each party shall be responsible for their own attorney's fees and costs. All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in accordance with the following steps in the following order: (a) negotiation;(b) non-binding mediation; and (c) judicial resolution.

14. The Parties acknowledge that this Agreement was entered and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be Brevard County, Florida.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

[Signature Page Follows]

ATTEST:

CITY OF COCOA
65 Stone Street
Cocoa, FL 32922

Carie Shealy, City Clerk

Henry U. Parrish III, Mayor
As approved by the Council on _____

WITNESSES:

Angela O'brien
(Witness Name typed or printed)

Joseph W. Mayer
(Witness Name typed or printed)

DEVELOPER/OWNER

George Kellgren, President

Brevard Robotics, Inc. 1485 Cox Rd., Cocoa, FL 32926
(Address)

George Kellgren, President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 1st day of NOV, 2016, by George Kellgren, who is personally known to me or who has produced _____ as identification.

My commission expires 6/26/17
SEAL
Commission No.: FF031746

Michelle Wakefield
Notary Public
Michelle Wakefield
(Name typed, printed or stamped)

MICHELLE WAKEFIELD
MY COMMISSION # FF 031746
EXPIRES: June 26, 2017
Bonded Thru Notary Public Underwriters

BREVARD ROBOTICS

EXHIBIT “A”

1475 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-00-785

1485 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-00-26

1495 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-00-27

1505 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-02-*-6

Legislation Details (With Text)

File #:	17-12	**Version:**	1	**Name:**	Medical Marijuana Moratorium 1st reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/27/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Ordinance No. 18-2016/ 1st Reading: Establishing a Temporary Moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Medical Marijuana Moritorium.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 27, 2016
Agenda Date: January 10, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance No. 18-2016, establishing a temporary moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period.

BACKGROUND:

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.*

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

In 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act (Compassionate

Use Act, Florida Statute 381.986), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense “Low-THC Cannabis and derivative products for use by certain “qualified patients,” as defined by Florida Statute 381.986(1)(h).

In 2015, the Florida Legislature passed the Right to Try Act (Florida Statute 499.0295), which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense “Medical Cannabis (Florida Statute 381.986(1)(f)),” and derivative products for use by certain “eligible patients,” as defined by Florida Statute 499.0295.

Currently, the Florida Department of Health has approved six dispensing organizations throughout Florida, which are authorized to cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products.

On November 8, 2016, Florida voters approved the Florida Right to Medical Marijuana Initiative amending the Florida Constitution to authorize “Medical Marijuana Treatment Centers,” defined as “an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sell, distributes, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

The passage of the Florida Right to Medical Marijuana Initiative expands the medical use of cannabis and related products to patients suffering from certain “Debilitating Medical Conditions,” which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act.

The purpose of the proposed ordinance is to place a temporary moratorium on medical cannabis activities, as defined in the proposed ordinance, for a period of time reasonably necessary (up to 270 days) for the City to investigate the impacts of such medical cannabis activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City of Cocoa. In addition, the proposed ordinance would allow City staff to evaluate practical regulations that would reduce the likelihood of potentially negative effects of unregulated medical cannabis activities upon residents and businesses located within the City of Cocoa.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies are directly related to the proposed moratorium:

- Future Land Use Element Objective 1.1.5 - Neighborhood Protection: The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City’s character.

- 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.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable

business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval by a vote of 6-1 at its December 14, 2016 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance No. 18-2016, establishing a temporary moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period.

ORDINANCE NO. 18-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF COCOA; ADOPTING FINDINGS OF FACT; PROHIBITING ANY AND ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD INCLUDING THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS RELATED ACTIVITIES; PROVIDING FOR PENALTIES; SEVERABILITY; CONFLICT WITH PRIOR INCONSISTENT ORDINANCES; NON-CODIFICATION; CORRECTION OF SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Low-THC Cannabis," as defined by Section 381.986(1) (e), Florida Statutes, and derivative products for use by certain "qualified patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2015 the Florida Legislature passed the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products for use by certain "eligible patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, to date, the Florida Department of Health has approved six (6) dispensing organizations throughout the State of Florida, which are authorized to cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products; and

WHEREAS, on November 8, 2016, Florida voters will vote on the Florida Right to Medical Marijuana Initiative, passage of which would amend the Florida Constitution to authorize "Medical Marijuana Treatment Centers," defined therein as "an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department;" and

WHEREAS, the passage of the Florida Right to Medical Marijuana Initiative would expand the medical use of cannabis and related products to patients suffering from certain "Debilitating Medical Conditions," as defined therein, which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act; and

WHEREAS, the recent legalization of Low-THC Cannabis and Medical Cannabis by the Compassionate Use Act and the Right to Try Act, respectively, and potential future changes in the law including but not limited to passage of the Florida Right to Try Medical Marijuana Initiative, raise substantial questions regarding the impact of Medical Cannabis Activities, as defined herein, upon the public health, safety, and welfare within the City of Cocoa; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City to investigate the impacts of such Medical Cannabis Activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the City Council finds that this Ordinance advances important government purposes, including but not limited to reducing the likelihood of potentially negative effects of unregulated Medical Cannabis Activities, as defined herein, upon residents and businesses located within the City; and

WHEREAS, the City Council of the City of Cocoa, 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 ratified and fully incorporated herein by reference as legislative findings of the Cocoa City Council.

Section 2. Definitions. For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

a. *Derivative Product* means any form of cannabis suitable for routes of administration.

b. *Low-THC Cannabis* has the meaning established in Section 381.986(1)(e), Florida Statutes, and means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

c. *Medical Cannabis* has the meaning established in Section 381.986(1)(f), Florida Statutes, and means all parts of any plant of the genus Cannabis, whether growing or not; the seeds

thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

d. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacture, dispensing, distribution, storage, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, and other related activities. The term Medical Cannabis Activities shall include any single activity or combination of activities described in this definition.

Section 3. Temporary Moratorium. Beginning on the effective date of this ordinance and continuing for a period of 270 days, or sooner if provided by an ordinance by the Cocoa City Council, a moratorium is hereby imposed upon Medical Cannabis Activities, except for activities that have previously received final approval by the City, and except where City regulation is pre-empted or otherwise inconsistent with Florida law. Further, the review of any applications for Medical Cannabis Activities that may be pending on _____, the date of the adoption of this Ordinance, shall be abated, and no new applications for such permits shall be accepted or processed during the moratorium period. In addition, to the extent that a person or entity is authorized to carry out any Medical Cannabis Activities within the City by previous final approval by the City, this moratorium shall prohibit the expansion or relocation of any such authorized activity or facility and the opening of any new facility.

Section 4. Expiration of the Temporary Moratorium. The temporary moratorium imposed by Section 3 of this Ordinance expires 270 days from the effective date of this ordinance, or at an earlier date if provided by ordinance of the Cocoa City Council.

Section 5. Recommendations for Land Development Regulations. City Staff, at the City Manager's Direction and in consultation with the City Attorney, is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend, as deemed advisable by the City Manager, land development regulations for Medical Cannabis Activities in the City, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the Cocoa City Council within a reasonable time before the expiration of this moratorium.

Section 6. Penalties. Violations of this Ordinance are punishable as provided by Section 1-8 of the Cocoa City Code or other applicable Code provisions.

Section 7. 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 8. Non-Codification. This Ordinance shall not be incorporated into the Cocoa City Code.

Section 9. **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 10. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter.

ADOPTED, by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2016.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

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

Legislation Details (With Text)

File #:	17-9	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	12/22/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve the requested 2017 street closures in association with the proposed Special Events. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Multi_Year_Current_Road_Closures				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2016
Agenda Date: January 10, 2017
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the requested 2017 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closure approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Events:

Cocoa Village Mardi Gras, February 18, 2017 (3:00 pm -12:00 am)
Delannoy Ave: between Derby St. and SR 520
Brevard Ave: between Church St. and SR 520
Harrison Street: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure Days- One Day

St. Mark's Episcopal Academy Lions on the Run 5K, Saturday, March 11, 2017 (4:00 pm - 7:00 pm)
Church Street: between Delannoy Ave. and Riverside Dr.
Riverside Drive: between Church St. and Oak St.

Rockledge will also be participating in this race and will cover roads that are included in the city of Rockledge.
Total Closure Days- Half Day

HCVA Spring Craft Fair, Saturday, March 4 and 5, 2017 (2:00 am - 6:00 pm)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.
Total Closure Days- Two Days

Village Idiot 5K Village Lost Their Idiot, Saturday, April 1, 2017 (5:00 pm - 10:00 pm)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure Days- One Day

HCVA Car Show, Saturday, April 15, 2017 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure Days- One Day

HCVA Summer Craft Fair, Saturday, May 13-14, 2017 (2:00 am May 13 - 5:00 pm May 14)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520
Total Closure Days- Two Days

Cocoa Village Triathlon, Sunday, March, 26, 2017 (7:00 am - 9:00 am)
Multi Race Bike Course
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy Ave: between Harrison St. and SR 520

SR 520 crossing at Delannoy Ave. and Brevard Ave: Cocoa PD will be positioned on all four corners of SR 520. The bike segment will commence north on Indian River Drive to Black's Road to the course turn around.

Multi Race Run Course:

Church St: between Brevard Ave. and Delannoy Ave. and Riverside Dr.

The run segment of the race will commence south on Riverside Dr. through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.
Total Closure Days- Half Day

Cocoa Rotary Foundation Fundraiser, May 6-7, 2017 (7:00 am May 6 - 3:00 pm May 7)
Oleander Street: between Brevard Ave. and the Municipal Parking Lot
Total Closure Days- Two Day

Annual Barbeque and Blues Festival, June 2-3, 2017 (7:00 am June 2 - 8:00 pm June 3)
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy St: between Church St. and SR 520
Church St: between Brevard Ave. and Delannoy Ave.
Total Closure Days- Two Day

Juneteenth Arts and Cultural Festival, Sunday, June 18, 2017 (7:00 am - 7:00 pm)
Pineapple Ave: between SR 520 and Barbara Jenkins St.
Stone St: between Fiske Blvd. and Mango Ave.
Temple St: between Pineapple Ave. and Mango Ave.
Total Closure Days- Zero days

HCVA Car Show Saturday, September 16, 2017 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure days- One Day

2017 Walk to End Alzheimer's, September 23, 2017 (6:00 am - 2:00 pm)
Harrison St: between Delannoy Ave. and Brevard Ave.
Brevard Ave: between Harrison St. and Oleander St.
Oleander St: between Brevard Ave. and Stone St.
Stone St: between Oleander St. and Brevard Ct.
Brevard Ct: between Stone St. and Orange St.
Orange St: between Brevard Ct. and Hughlett Ave.
Hughlett Avenue: between Orange Street and Factory Street
Factory St: between Hughlett Ave. and Brevard Ave.
Brevard Ave: between Factory St. and Oak St.
Oak St: between Brevard Ave. and Riverside Dr.
Riverside Dr: between Oak St. and Church St.
Church St: between Riverside Dr. and Riverfront Park
Total Closure Days- One Day

HCVA Fall Craft Fair, October 21-22, 2017 (2:00 am October 21 - 5:00 pm October 22)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and the Municipal Parking Lot
Delannoy Ave: between Church St. and SR 520
Harrison St: between Delannoy Ave. and Brevard Ave.

Total Closure Days- Two Days

Christ Central Church Annual Fall Festival, Saturday, October 28, 2017 (1:00 pm - 8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property
Total Closure Days- Zero days

City of Cocoa Fall Festival in the Village, Saturday, October 28, 2017 (3:00 pm - 8:00 pm)
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy St: between Church St. and SR 520
Church St: between Brevard Ave. and Delannoy Ave.
Brevard Ave: between SR 520 and Church St.
Total Closure Days- One Day

FEDS of Brevard STEP Up for Down Syndrome, Saturday, November 4, 2017 (7:00 am - 10:00 am)
Church St: between Delannoy Ave. and Riverside Dr.
Riverside Dr: between Church St. and Oak St.
Rockledge will also be supporting this event.
Total Closure Days- Half Day

Running Zone Foundation's Space Coast Marathon, Sunday, November 26, 2017 (6:00 am - 11:00 am)
Brevard Ave. to Orange St., then to Florida Ave. (6:20 am-6:40 am), then to SR 520 (beginning of race- full marathon runners will be crossing over with Police assistance and half marathon runners will be heading south and crossing over to Delannoy Ave. and then into Rockledge) and Indian River Drive to Belmont Ave. Then from 6:00 am-10:00 am, Brevard Ave. to Church St., North side of Church St. only (to allow Church access) from Brevard Ave. to Riverside Dr. and Riverside Dr. from Church St. into Rockledge. They are renting barricades and traffic signals from Traffic Control Products of Orlando. There will be variable message boards placed at least three days prior to the race notifying drivers of the closures. As soon as roads are clear of runners, the roads open back up to traffic. **Total Closure Days- One Day**

HCVA Holiday Craft Fair, December 2-3, 2017 (2:00 am December 2 - 5:00 pm December 3)
Brevard Ave: between SR 520 and Orange St.
Oleander St: between Brevard Ave. and the Municipal Parking Lot
Delannoy Ave: between Church St. and Harrison St.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Total Closure days- Two Days

Cocoa Rockledge Holiday Parade and Tree Lighting, December, 9, 2017 (4:00 pm - 8:00 pm)
Brevard Ave: beginning at the southerly city limit to Maryland Ave.
Maryland Ave: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Maryland Ave. and SR 520
Harrison St: between Delannoy Ave. and Riveredge Blvd.
Total Closure Days- Half Day

The total number of street closure days if approved is 21.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404.

PREVIOUS ACTION:

Approval of all 2016 Road Closures were approved last year and requesting that the 2017 Annual Road Closure request be approved.

RECOMMENDED MOTION:

Request Council approval of all 2017 Road Closures listed in this request. An attachment of the requested closures has been included.

Date	Event	Expected Attendance	Location	Time	Street Closures	Council Approval
1/29/2011	HCVA Classic Car Show	200	Cocoa Village	2-8pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	1/11/2011
2/25-2/27/11	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3/5-3/6/11	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4/3/2011	FIT for L.I.F.E. - Overland Missions	300	Riverfront Park	5:30-8pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	2/22/2011
4/30/2011	Relay for Life - American Cancer Society	300-500	Riverfront Park	2pm-9am	Harrison from Riveredge to Delannoy	7/13/2010
5/21-5/22/11	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
6/10-6/11/11	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	10am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/11/2011
7/4/2011	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
9/17/2011	HCVA Classic Car Show and Sidewalk Sale	500	Cocoa Village	11am-6pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	8/9/2011
10/8/11 moved to 10/22/11	Oktoberfest - Brevard Productions, Inc.	3,500	Cocoa Village	5pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy on Saturday from 3pm-12:30am	4/12/2011
10/15-10/16/11	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10/22/2011	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	9/13/2011
10/28/2011	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	4/12/2011
10/29-10/30/11	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	6am-6pm	Delannoy & Harrison	9/13/2011
10/30/2011	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	8/9/2011
11/27/2011	Space Coast Marathon - Running Zone Foundation	3,500	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	7/26/2011
12/3-12/4/11	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
12/17/2011	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	12/13/2011

=City sponsored function

	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/16/2012	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	12/13/2011
2	2/24-2/26/12	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3	3/3-3/4/12	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4	3/17/2012	Spring Praise Fest - Riverside Presbyterian	5,000	Riverfront Park	10am-10pm	Porcher House Loop	7/26/2011
5	3/25/2012	Gran Fondo Brevard - Infinity Racing Organization	300	Riverfront Park	7am-7:30am	Delannoy Ave. from Church St. to SR 520 and Harrison from Riveredge to Delannoy Ave.	
6	4/21/2012	HCVA - Car Show and Antiques Walk	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
7	4/22/2012	FIT for L.I.F.E. - Overland Missions	500	Riverfront Park	5:30-7:30pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	8/9/2011
8	4/28-29/2012	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/10/2012
9	5/19-5/20/12	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10	6/8-6/9/12	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	7/26/2011
11	6/16/2012	2012 Juneteenth Festival	500	Valencia & Mango	10am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins	4/10/2012
12	7/4/2012	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
13		Grand Re-opening of the Cocoa Village Playhouse	600	Cocoa Village	2-8pm	Brevard Ave. from Oleander to Harrison	6/12/2012
14	9/22/2012	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
15	10/13/2012	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Cocoa Village	3pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy	1/10/2012
16	10/20-10/21/12	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
17	10/26/2012	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/10/2012
18	10/28/2012	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/10/2012
19	10/28/2012	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/10/2012
20	11/3/2012	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/10/2012
21	11/25/2012	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/10/2012
22	12/1-12/2/12	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
23	12/15/2012	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	1/10/2012

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	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/21/2013	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	1/8/2013
2	2/9/2013	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	ordinance
3	3/2-3/3/13	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
4	4/20/2013	HCVA - Car Show and Antiques Walk	500	Cocoa Village	12-7pm	Brevard, Delannoy, Harrison	1/8/2013
5	4/27-4/28/13	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/8/2013
6	5/18-5/19/13	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
7	5/18/2013	Seaside Scurry 3k run/walk	150	Cocoa Village	7:30-8:30am	Riverside, Oak, Derby, Rosa L Jones, John Garren, Hughlett, Stone, Brevard Ct., Orange, Church	4/23/2013
8	5/25/2013	Miracle 5k Run	500	Cocoa Village/Riverfront Park	7:30-10am	Delannoy, Derby, Brevard, Oak, Riverside, Harrison	4/9/2013
9	6/7-6/8/13	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/8/2013
10	6/15/2013	2012 Juneteenth Festival	500	Valencia & Mango	9:30am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins; Fiske from Dixon to Barbara Jenkins.	1/8/2013
11	7/4/2013	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	ordinance
12	9/14/2013	Central Florida Music Festival	2,500	Cocoa Village and Riverfront Park	5pm-12am	Brevard from Oleander to Church, Church from Brevard to Delannoy, Delannoy From Church to Harrison, Harrison from Riveredge to Brevard.	
13	9/21/2013	Anniversary for Jesus March/Community Fellowship Church	50	Fiske Blvd.	10am-10:30am	Fiske from Dixon to Provost Park	
14	9/21/2013	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/8/2013
15	10/5/2013	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Riverfront Park	3pm-12:30am	Harrison Street from Riveredge to Delannoy	1/8/2013
16	10/19-10/20/13	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
17	10/25/2013	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/8/2013
18	10/27/2013	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/8/2013
	10/27/2013	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/8/2013
19	11/2/2013	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/8/2013
20	12/1/2013	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/8/2013
21	12/7-12/8/13	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
22							

=City sponsored function

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/18/2016	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/20/2016	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Council approval on 10/4/2015	1.00
3/5/2016	St. Marks Episopal Academy Lions on the Run 5K	100	St. Marks Academy	7am-12pm	Riverside Dr., Oak Street, Brevard Ave, John Garren Ln, Factory st. Brevard Ave, Delannoy Ave, Church	Approved 2/23/2016	0.50
3/5-3/6/2016	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-6pm	Brevard Ave from King St to Factory St, Oleander St from Brevard to Municipal Parking, Orange Ave from Brevard Place, Church St from Brevard to Delannoy Ave, Delannooy Ave from Church to Harrison St Harrison St. from Brevard to Park washrooms.	Approved 2/23/2016	2.00
4/1/2016	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Vilalge	6:30pm-10:00pm	Church Street: Between Riverfront Park and Riverside Drive. Riverside Drive: Between Church Street and Oak Street. Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street.Harrison Street: Between Brevard Avenue and Riveredge Boulevard	Approved 2/23/2016	1.00
4/16/2016	HCVA - Car Show	500	Cocoa Village	10am-5pm	HCVA Car Show, Saturday, April 16, 2016 –Requesting from 10:00 am – 5:00 pm. Brevard Ave.: Between SR 520 and Church St. Harrison St.: Between Delannoy Ave. and Brevard Ave. Oleander St.: Between Brevard Ave. to public restrooms.	Approved 2/23/2016	1.00
05/14-05/15 2016	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between SR520 and Factory St. Oleander St.: Between Brevard up to the Municipal Parking Harrison: Between Riveredge and Brevard Church St.: Between Brevard and Delannoy Delannoy St.: Between Church and Harrison.	Approved 2/23/2016	2.00

5/22/2016	Cocoa Village Triathlon Multi Race	300	Cocoa, Cocoa Village, Rockledge, Brevard County	7am-9am	Multi Race Bike Course: Harrison Street: Between Riveredge and Brevard Ave. Delannoy Street: Between Harrison and 520 SR 520 crossing at Delannoy and Brevard: Cocoa PD will be positioned on all four corners of 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around. Multi Race Run Course: Church Street: Between Brevard and Delannoy and Riverside Dr. The run segment of the race will commence south on Riverside Drive through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.	Approved 2/23/2016	0.50
6/3-4/16	BBQ and Blues	10,000	Cocoa Village	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	Aproved 2/23/2016	2.00
6/18/2016	Juneteenth l Arts and Cultural Festival	1,000	City of Cocoa Neighborhood	7am-7pm	Pineapple Avenue: Between SR 520 and Barbara Jenkins, Stone Street: Between Fiske and Mango, Temple Street: Between Pineapple and Mango	This event is not included in the CBD closures	***
7/4/2016	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy		**
0//6-7,2016	Cocoa Rotary Foundation Funraiser	650	Cocoa Village	7am 7-6 until 3pm 7-7	Oleander Street between Brevard Ave and the Municipal Parking Lot	Approved 5/24/2016	2.00
9/17/2016	HCVA Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard Ave., Church St., Harrsion St., Oleander St.	Approved 2/23/2016	1.00
9/17/2016	"2016 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6am-2pm	Harrison Street: Between Delannoy Avenue and Brevard Avenue Brevard Avenue: Between Harrison Street and Oleander Street Oleander Street: Between Brevard Avenue and Stone Street Stone Street: Between Oleander Street and Brevard Court Brevard Court: Between Stone Street and Orange Street Orange Street: Between Brevard Court and Hughlett Avenue Hughlett Avenue: Between Orange Street and Factory Street Factory Street : Between Hughlett Avenue and Brevard Avenue Brevard Avenue: Between Factory Street and Oak Street Oak Street: Between Brevard Avenue and Riverside Drive Riverside Drive: Between Oak Street and Church Street Church Street: Between Riverside Drive and Riverfront Park		1.00
10/15-10/16/2016	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.	Approved 2/23/2016	2.00

10/28/2016	CMS Run for Your Lives Zombie Fun Run	500	Cocoa Village	Harrison Street between Delannoy and Riveredge 3:00pm-10:00pm. Course closure 6:30-8:30	Church Street: Between Riverfront Park and Riverside Drive Riverside Drive: Between Church Street and Oak Street Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street Harrison Street: Between Brevard Avenue and Riveredge Boulevard	Approved 2/23/2016	1.00
10/29/2016	Christ Central Church Fall Festival"	850	Cocoa, FL Michigan and Coquina	1pm-8pm	Coquina Drive: Between Michigan Avenue to the edge of the church property for the requested Special Event.		Not in CBD
10/30/2016	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Harrison Street: Riveredge to Brevard Ave., Delannoy Street, Church to Harrison.	Approved 2/23/2016 seeking to amend.	**
11/5/2016	FEDS Step up for Down Syndrome	500	Riverfront Park	7am-10am	Riverside and Church	Approved 2/23/2016	0.50
11/27/2016	Space Coast Marathon - Running Zone Foundation	5,000	Riverfront Park	6am-11am	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	Approved 2/23/2016	0.50
12/3-12/4/2016	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.	Approved 2/23/2016	2.00
12/10/2016	Cocoa/Rockledge Holiday Parade and Tree Lighting	500	Rockledge/Cocoa Village	4pm-9pm	Florida Ave., Brevard Ave., Maryland St., Delannoy Ave., Harrsion St., Riveredge Blvd		**
	**City sponsored function					Total	20.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
2/18/2017	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Delannoy Ave: between Derby St. and SR 520 Brevard Ave: between Church St. and SR 520 Harrison Street: between Riveredge Blvd. and Brevard Ave. Oleander Street: between Brevard Ave. and Municipal Parking Lot		1.00
3/11/2017	St. Marks Episopal Academy Lions on the Run 5K	100	St. Marks Academy	4pm-7pm	Church Street: between Delannoy Ave. and Riverside Dr. Riverside Drive: between Church St. and Oak St		0.50
3/4-5/2017	HCVA Spring Craft Fair	9,000	Cocoa Village	2am-6pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and Municipal Parking Lot Harrison St: between Riveredge Blvd. and Brevard Ave. Church St: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Church St. and Harrison St.		2.00
4/1/2017	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Village	5:00pm-10:00pm	Church St: between Riverside Dr. and east terminus of Church St. Riverside Dr: between Church St. and Oak St. Oak St: between Riverside Dr. and Brevard Ave. Brevard Ave: between Oak St. and Harrison St. Harrison St: between Brevard Ave. and Riveredge Blvd		1.00
4/15/2017	HCVA - Car Show	500	Cocoa Village	10am-5pm	Brevard Ave: between SR 520 and Factory St. Orange Ave: between Brevard Pl. and Brevard Ave. Harrison St: between Delannoy Ave. and Brevard Ave. Oleander St: between Brevard Ave. and Municipal Parking Lot		1.00
05/13-14/ 2017	HCVA Summer Craft Fair	9,000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and Municipal Parking Lot Harrison St: between Riveredge Blvd. and Brevard Ave. Church St: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Church St. and SR 520		2.00
3/26/2017	Cocoa Village Triathlon Multi Race	300	Cocoa, Cocoa Village, Rockledge, Brevard County	7am-9am	Multi Race Bike Course: Harrison Street: Between Riveredge and Brevard Ave. Delannoy Street: Between Harrison and 520 SR 520 crossing at Delannoy and Brevard: Cocoa PD will be positioned on all four corners of 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around. Multi Race Run Course: Church Street: Between Brevard and Delannoy and Riverside Dr. The run segment of the race will commence south on Riverside Drive through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.		0.50

06/2-3/2017	BBQ and Blues	10,000	Cocoa Village	7am-8pm	Harrison St: between Riveredge Blvd. and Brevard Ave. Delannoy St: between Church St. and SR 520 Church St: between Brevard Ave. and Delannoy Ave.		2.00
6/18/2017	Juneteenth Arts and Cultural Festival	1,000	City of Cocoa Neighborhood	7am-7pm	Pineapple Avenue: Between SR 520 and Barbara Jenkins, Stone Street: Between Fiske and Mango, Temple Street: Between Pineapple and Mango		***
05/6-7/2017	Cocoa Rotary Foundation Funraiser	650	Cocoa Village	7am-3pm	Oleander Street between Brevard Ave and the Municipal Parking Lot		2.00
9/16/2017	HCVA Car Show	500	Cocoa Village	10am-5pm	Brevard Ave: between SR 520 and Factory St. Orange Ave: between Brevard Pl. and Brevard Ave. Harrison St: between Delannoy Ave. and Brevard Ave. Oleander St: between Brevard Ave. and Municipal Parking Lot		1.00
9/23/2017	"2016 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6am-2pm	Harrison St: between Delannoy Ave. and Brevard Ave. Brevard Ave: between Harrison St. and Oleander St. Oleander St: between Brevard Ave. and Stone St. Stone St: between Oleander St. and Brevard Ct. Brevard Ct: between Stone St. and Orange St. Orange St: between Brevard Ct. and Hughlett Ave. Hughlett Avenue: between Orange Street and Factory Street Factory St: between Hughlett Ave. and Brevard Ave. Brevard Ave: between Factory St. and Oak St. Oak St: between Brevard Ave. and Riverside Dr. Riverside Dr: between Oak St. and Church St. Church St: between Riverside Dr. and Riverfront Park		1.00
10/21-22/2017	HCVA Fall Craft Fair	9,000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: between Church St. and SR 520 Harrison St: between Delannoy Ave. and Brevard Ave.		2.00
10/28/2017	Christ Central Church Fall Festival"	850	Cocoa, FL Michigan and Coquina	1pm-8pm	Coquina Drive: between Michigan Ave. and the easterly end of church property		Not in CBD
10/28/2017	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	3pm-8pm	Harrison St: between Riveredge Blvd. and Brevard Ave. Delannoy St: between Church St. and SR 520 Church St: between Brevard Ave. and Delannoy Ave. Brevard Ave: between SR 520 and Church St.		1.00
11/4/2017	FEDS Step up for Down Syndrome	800	Riverfront Park	7am-10am	Church St: between Delannoy Ave. and Riverside Dr. Riverside Dr: between Church St. and Oak St. Rockledge will also be supporting this event.		0.50

11/26/2017	Space Coast Marathon - Running Zone Foundation	8,000	Riverfront Park	6am-11am	Brevard Ave. to Orange St., then to Florida Ave. (6:20 am-6:40 am), then to SR 520 (beginning of race- full marathon runners will be crossing over with Police assistance and half marathon runners will be heading south and crossing over to Delannoy Ave. and then into Rockledge) and Indian River Drive to Belmont Ave. Then from 6:00 am-10:00 am, Brevard Ave. to Church St., North side of Church St. only (to allow Church access) from Brevard Ave. to Riverside Dr. and Riverside Dr. from Church St. into Rockledge. They are renting barricades and traffic signals from Traffic Control Products of Orlando. There will be variable message boards placed at least three days prior to the race notifying drivers of the closures. As soon as roads are clear of runners, the roads open back up to traffic.		1.00
12/2-3/2017	HCVA Holiday Craft Fair	9,000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Orange St. Oleander St: between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: between Church St. and Harrison St. Harrison St: between Riveredge Blvd. and Brevard Ave.		2.00
12/9/2017	Cocoa/Rockledge Holiday Parade and Tree Lighting	500	Rockledge/Cocoa Village	4pm-8pm	Brevard Ave: beginning at the Southern city limit to Maryland Ave. Maryland Ave: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Maryland Ave. and SR 520 Harrison St: between Delannoy Ave. and Riveredge Blvd.		0.50
	****City sponsored function**					Total	21.00

Legislation Details (With Text)

File #:	17-10	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/27/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Appointment of League Voting Delegate Director Form (2).pdf BoardMemberList.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 27, 2016
Agenda Date: January 10, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate.

BACKGROUND:

City Council liaison appointments are established through Article XIII of the Rules of Procedure for Cocoa City Council meetings, and are made by the City Council annually. Council liaisons provide reports on various boards or committee activities.

Liaison appointments for 2016 were made at the December 8, 2015 Regular City Council meeting and were as follows:

Affordable Housing Committee — Warner
(meets on an as needed basis at 4 pm)

Board of Adjustment — Furbish
(meets 3rd Wednesday of every mth at 6 pm)

Code Enforcement Board — Warner
(meets 3rd Thursday of every mth at 6 pm)

Diamond Square RDA (meets 4th Monday of every mth at 7 pm)	Blake
Enterprise Zone/Brownfields Advisory (meets Quarterly-Jan., April, July, October at Noon)	Parrish
Housing Authority (meets 2nd Tuesday of every month at 5:30 pm)	Parrish
Planning & Zoning Board (meets 2nd Wednesday of every month at 6 pm)	Furbish
Space Coast League of Cities (meets 2nd Monday of every month at 6:30 pm)	Blake-Primary Warner-Alternate
U.S. 1 Corridor RDA (meets Quarterly or on as needed basis on the 4th Monday of the month at 6 pm)	Warner
Utilities Advisory Board (meets Quarterly or as needed on the 4th Wednesday of the month at 6 pm)	Boisvert

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council liaison appointments have been made annually and are adjusted as necessary during the year.

At the Regular City Council meeting held on December 8, 2015, liaison appointments were made for the 2016 calendar year.

RECOMMENDED MOTION:

City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate

SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL	*INDIALANTIC*	*MELBOURNE BEACH*	*ROCKLEDGE*
COCOA	*INDIAN HARBOUR BEACH*	*MELBOURNE VILLAGE*	*SATELLITE BEACH*
COCOA BEACH	*MALABAR*	*PALM BAY*	*TITUSVILLE*
GRANT-VALKARIA	*MELBOURNE*	*PALM SHORES*	*WEST MELBOURNE*

"CITIES OF BREVARD WORKING TOGETHER"

2017 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.

  Eligibility: Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.

  Functions: The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.

- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the League Secretary.

- Because the number of votes allocated to member municipalities for membership meetings is based upon population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Secretary at the email address: **execsec@scloc.org**.

Municipality: **City of Cocoa** **Current Population**: **18313**

Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

Alternate Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: Municipality Clerk's signature: Click here to enter text. **Date:** Click here to enter text.

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Affordable Housing Advisory Committee	**Meets Second Thursday of Every Other Month 4:00 p.m.**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
David W. Armstrong Building Industry	7350 Talona Dr., Ste. A West Melbourne FL 32904 dave@armstrongcustomhomes.com	255-1979 (h) 724-6674(w) 508-7944(c)	04/14 Reappointed 02/13 appt.	2017
VACANCY ~~Marian T. Jackson Banking or Mortgage Banking Industry~~ Removed – appointed to Housing Authority on 12/10/13	1209 Heritage Acres Blvd. Rockledge, FL 32955	633-9427 hm 454-6534 wk	05/11 reappt. 05/08 appointed	2014
VACANCY ~~Robert Kramer Labor rep~~ **(DID NOT SEEK REAPPOINTMENT)**	692 Harrington Street SW Palm Bay FL 32908 kramerbuilding@cfl.rr.com	720-9119 cell	03/13 re-appt 05/08 appointed	2014
Edwin Normandia For-Profit Provider	1091 Walden Boulevard Palm Bay FL 32909 enormandia@aol.com	723-4944 hm 749-3545 cell	05/14 reappointed 03/12 appointed	2017
~~***VACANCY Ricardo W. Jackson Low Income advocate(DID NOT SEEK REAPPOINTMENT)***~~	1209 Heritage Acres Blvd. Rockledge, FL 32955	633-9427 hm 266-8535 wk 266-8535 cell	05/11 reappt. 05/08 appointed	2014
VACANCY ~~Joe C. Robinson Not For Profit provider~~ Removed – appointed to Housing Authority on 12/10/13	4475 S. Hopkins Avenue Titusville, FL 32780	383-4424 hm 269-6555 wk 961-2325 cell	05/11 reappt. 05/08 appointed	2014
VACANCY ~~Terry D. Lolmaugh Real Estate Professional~~ **(DID NOT SEEK REAPPOINTMENT)**	852 Woodbine Drive Merritt Island, FL 32952 TraffordRealty@SunnyFloridaHomes.com	453-0036 hm 636-3131 wk 917-4100 cell	05/08 appointed	2014
Karen Houston Resident Member	237 Lemon Street Cocoa FL 32922 mzkah@aol.com	637-0508 hm 205-6989 cell	05/14 reappointed 03/13 appointed	2017
Michael Dobrin Local Planning Agency	100 Riverside Drive # 406 Cocoa, FL 32922	637-0884 hm 419-203-6689 cell	05/14 Reappointed 06/11 Reappointed 05/08 appointed	2017
Linda W. Wells Employer rep	3600 West King Street Cocoa, FL 32926 lwells@agingmattersbrevard.org	806-3740 wk 770-778-6636 cell	11/14 Reappointed Appt. 02/13 Resigned 8/12 05/11 Reappointed 05/08 appointed	2017
Linda Graham Essential Services personnel	3711 Crossbow Drive Cocoa FL 32926 Linda.graham@brevardcounty.us grahamlindav@yahoo.com	636-3107(h) 633-2076(w)	10/14 reappointed 02/13 appt.	2017
Liaison	Councilwoman Warner		Updated 11/14	
RECORDING SECRETARY	Monica Arsenault	433-8532		

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Chairman	322 Clearlake Rd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	5/16 Reappointed 4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2019
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	06/16 reappointed 01/15 appointed (fulfilling term of Seminazzi)	2019
VACANCY ~~Herbert Dyal (Rip) Vice Chairman~~	~~3807 Parapet Dr. Cocoa, FL 32926-6428 Rbad6@aol.com~~	~~639-9547 hm 269-5800 wk 684-3222 cell~~	~~3/24/15 reappointed 5/8/12 reappointed 4/14/09 Reappointed 12/08 Appointed to fill unexpired term~~	~~2018~~
Nancy N. Elliot-*Vice Chairperson as of 7/20/16*	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	5/14 appt.	2017
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2017
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Vacancy- 1st Alternate				
LIAISON	Councilwoman Blanco		Updated 11/14	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. 1175 Dusseldorf Ave NW, Palm Bay FL 32907-9305	693-6627 mailto:blangcfr@yahoo.com	12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2018
Leland Cox (Fifth Member)	4180 Paddington St. Cocoa, FL 32926-2171	639-8251	12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2016
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861	Reappt 9/13/16 Appt. 9/9/14	2018
Milton Norris Park, Chairman (Appointed by Council)	1111 Burnham Street, 32922-6836	636-6282 (home) 690-3968 (work) 750-1626 (cell) mpark@cfl.rr.com	09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2018
Lt. Mitchell Weldon (Elected by employees) *Trustee position #1*	Cocoa Fire Dept. 6800 N. US Hwy 1, Apt. 4304, Cocoa FL 32927-5069	Weldonm@yahoo.com	12/16 Re-elected 05/14 Reappointed 4/12 Elected to fill seat vacated by Allan White.	2018
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045	407-		
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock The Resource Centers, LLC 4360 Northlake Blvd., Suite 206 Palm Beach Gardens, FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		

RECORDING SECRETARY	Handled by administrator			

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
VACANCY- ~~Walter Moore (Elected by Employees)~~	1770 Windover Oaks Circle Bldg. Apt. 121 Titusville 32780 - 4535	Work cell 480-1522 Home 264-0249 wmoore@cocoafl.org	10/14 Reelected 10/11 Reelected 10/08 Reappointed 4/05 Elected	2017
Vincent Knowles (Elected by Employees)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Cell: 321-684-2488 lisapknowles@hotmail.com	09/16 re-elected 09/14 Elected to fulfill term of Timothy Gray	2019
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830	631-7185 (H) 501-4810 (C)	09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2018
Jeff Childers, Vice Chair/Secretary (Fifth member)	7207 Achilles Road Cocoa FL 32927-8082	Home 631-9512 fetchitman@yahoo.com	09/15 Ratified 09/12 Ratified 06/11 Ratified 09/10 Reelected 10/07 Elected	2018
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780*2525	268-1902 (H) missiemccarthy@ymail.com	9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2019
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

Board of Trustees for the Police Officers' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Robert Bobay, Chairman (Elected by Members)	Cocoa Police Dept.	639-7620	11/05 Elected 9/07 Reelected 09/09 Reelected 10/11 Reelected 09/13 Reelected 09/15 Reelected	2017
Eric Austin, Vice Chairman (Elected by Members)	Cocoa Police Dept.	639-7620	09/08 Elected 09/09 Reelected 10/11 Reelected 09/13 Reelected 09/15 Reelected	2017
Michael J. Kirn (Appointed by Council)	3841 Stonemont Drive, Cocoa FL 32926-6426	321-514-7671 cell mkirn@cocoapolice.com	09/2016 Reappointed 09/2014 Reappointed 09/2012 Reappointed 06/14/11 appointed	2018
John Casey, (5th Member)	Cocoa Police Dept. 1965 Holt Dr., Merritt Island FL 32952	637-6325 (work) 459-1028 (home) 863-9474 (cell) jcasey@cocoapolice.com	09/13/16 Reappointed 09/2012 Reappointed 12/10 Appointed	2018
Paul Kamus (Appointed by Council)	116 Olive St. Cocoa, FL 32922-7558	639-9425 508-4060 cell	09/2016 Reappointed 09/2014 Reappointed 9/2012 Reappointed 9/2010 Reappointed 4/2009 appointed to fill unexpired term of A. Allen	2018
Counsel: Timothy Bradley	1600 Woodland Drive Rockledge FL 32955	504-4455		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
Recording Secretary	Sheila Hutcheson	321-267-3082		

Cocoa Redevelopment Agency	Meets First Tuesday Every Month @ 5pm		Expirations in April and November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Mayor Henry U. Parrish III	536 Delannoy Avenue Cocoa, FL 32922	302-4017	11/12	11/2020
District 1- Michael Blake	207 Blake Ave., Cocoa, FL 32922	474-4923 cell	11/14 appointed	11/2018
District 3- Councilman Don Boisvert	285 Outer Drive Cocoa, FL 32922	633-0162 hm 403-9173 cell	06/10 appointed	11/2020
District 4 Councilwoman Jeri Blanco	2106 Ivy Drive Cocoa, FL 32922	604-1879 cell 514-3531 personal cell	09/16 appointed	11/2018
District 2 Deputy Mayor Brenda Warner	143 Circle Drive Cocoa, FL 32922	543-8018	11/12 appointed	11/2020
Edward A. Lanni	939 N. Indian River Dr., 32922-7531 lanniedward@gmail.com	639-8915	04/14-Reappointed 12/11/12 appointed Resigned to run for District 2 3/10 Reappointed 2/06 Reappointed 3/02 Reappointed 11/98 Appointed	4/2018
Janet C. Stewart	1096 Fairlawn Drive, Rockledge 32955-3032 (owner of Bath Cottage) JStewart07@AOL.com	639-9004 (H) 690-2284 (W) 537-9348 (C)	06/16 Reappointed 2/28/12 Reappt. 4/8/08 reappt. 5/23/06 Appt.	4/2020
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8532		

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**		**Expirations in June**	
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2019
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034	632-9241	07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2018
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2017
Michael A. Cicerrella	2815 Tulane Drive, 32926-5756 mcicerrella@cfl.rr.com	631-0042	05/15 Reappointed 04/12 Reappointed 05/09 Reappointed 05/06 Reappointed 11/04 To Fill an Unexpired Term	2018
Michael Klug	2106 Ivy Drive Cocoa, FL 32922	514-3533	06/15 Reappointed 03/15 Appointed (fill Z. Lewis seat)	2018
William Terrell	90 Delannoy Avenue Cocoa, FL 32922 Bill-terrell@msn.com	795-2567 hm	10/15 Appointed (replaced F. Scott who did not seek reappt in June 2015)	2018
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave_Jr@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	05/15 Reappointed 03/15 appointed (filled C. Young seat)	2018
VACANCY- 1st Alternate				
VACANCY - 2nd alternate				
LIAISON	Councilwoman Warner		Updated 11/12	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Diamond Square Redevelopment Agency	**Meets Third Monday Every Month @ 7pm**			**Expirations in June**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jewel Collins	711 S. Varr, Cocoa, FL 32922-6121	720-9102 cell	05/14 reappointed 07/10 reappt. 11/06 appt.	2018
Delores ~~Rainey~~ Martin, *Vice Chairperson (elected 5/18/15)*	1314 Moss Lane Cocoa, FL 32922-6142	305-6028	05/15 Reappointed 05/11 Reapt. 08/10 appointed to fill unexpired term of Holmes	2019
Tracy A. Moore, Chairperson *(elected 5/18/15)*	2747 Wentworth Place, 32926-5865	639-9917	06/14 Reappointed 05/10 Reappointed 05/06 Reappointed 5/04 Appointed	2018
Ruby L. Jenkins	3827 E. Lakeview Blvd., 32926-4156	632-1457 hm 537-2868 cell	06/13 Reappointed 06/09 Reappointed 4/05 Reappointed 3/98 Appointed	2017
Ed Jones	1214 Holmes Street, 32922-6159	631-4003 wk 543-3523 cell	8/12/14 Reap. 5/10 Reappointed 5/23/06 Reap. 6/02 Reappointed 3/98 Appointed	2018
Mr. Adrian M. Moss-Beasley -- Vice Chairperson	P.O. Box 237201 Cocoa FL 32923-7201(send his mail here) 247 Beacon Pointe Drive Ocoee, FL 34761	407-814-7002 hm 321-264-5208 wk 321-278-4051 cell	07/14 Reappointed 08/10 Reappointed 05/06 Reappointed 6/02 Appointed	2018
Larry B. Robinson	521 S. Carolina Ave. Cocoa, FL 32922-6179	652-6392 cell	06/14 Reappointed 08/12 appointed to fill unexpired term of J. Thomas	2018
LIAISON	Councilman Blake	474-4923 cell	Updated 11/14	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935			
RECORDING SECRETARY	Monica Arsenault	433-8532		

Enterprise Zone Development Agency/Brownfields Advisory Committee	**Meets Quarterly (April, July, October and January) @ 12pm (3rd Wednesday)**		**Expirations in January**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Vacancy-Greenidge Seat # 1- Non-profit Community Based Organization	1060 W. King Street, Cocoa, FL 32922	635-8507	10/06 Reappointed 1/31/10 term expired-new person would serve through	1/31/2014
Mark Oenbrink Seat #9 – Law Enforcement	1226 West King Street Cocoa FL 32922	637-6316(W)	01/15 Reappointed 02/11 Reappointed 05/09 appointed (to fill unexpired term of Gregory)	1/2019
Jim Gifford Seat # 8 – Code Enforcement	2807 Tulane Drive, 32922	631-0612 jgifford@cfl.rr.com	12/14 Reappointed 02/11 Reappointed 1/07 Reappointed 2/03 Appointed	01/2019
Elizabeth Huy Seat # 11- Economic Development Commission	597 Haverty Court, Ste. 40 Rockledge, FL 32955	638-2000 wk 543-0288 cell	01/15 Appointed 02/11 Reappointed 09/09 appointed	1/2019
Tom Vani Seat # 10 – Local Chamber	2628 Trails at Hidden Harbor Merritt Island, FL 32952 Vani & Associates, LLC	452-5429 H 432-3373 cell	12/14 reappointed 03/13 appointed to fill term of B. Fettrow	01/2019
Lang Houston Seat # 3 – Local Business	Crest Cleaners 1242 Dixon Blvd., 32922	632-8755/H 632-1007/W	02/13 Reappointed 4/09 Reappointed 12/04 Reappointed 12/02 Appointed	1/31/2017
Robert Harvey Seat # 4 – Local Residents	29 Riverside Drive #601 Cocoa, FL 32922	806-3525	07/13 appointed (Filled term vacated by H. Galloway)	1/31/2017
Judy A. Blanchard Seat # 7 – Local Private Industry Council	Career Source Brevard Director of Industry Relations 1614 Sun Gazer Drive, Rockledge FL 32955 use for correspondance jblanchard@careersourcebrevard.com	610-8042 hm 394-0567 wk 213-3343 cell jblanchard@brevardworkforce.com	12/14 reappointed 04/12 appointed to fulfill P. Keisers space	01/2019
Scott C. Jackson Seat #2 – Financial or Ins Entity	118 South Indian Circle Cocoa FL 32922	525-7556 (hm) 633-6558 (cell) 735-9872 (work)	01/14 reappointed 01/10 appointed	1/31/2018
Vacancy-~~Barbara Moore~~ Seat # 6 – Non-profit community-based organization			*Term expired 1/31/11*	1/11
Cynthia Leckey Seat # 5 – Public Health Representative	2725 Judge Fran Jamieson Way, A-116 Viera, FL 32940	321-633-2100 x52305	Appt. 11/11, effective 1/12-1/16, filled G. Jackow's seat	01/31/2016
BOARD LIAISON	Mayor Parrish		Updated 11/14	
RECORDING SECRETARY	Monica Arsenault	433-8532		

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements	**Meets Third Tuesday Every Month**			**Expirations in December**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Buzzell, Scott L. (resident member)	1119 Fern Avenue Cocoa FL 32922	321-458-2620 (home) 321-639-2233 (work) 321-458-2620 (cell) Scott.Buzzell@yahoo.com	12/10/2013	December 31, 2017
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	02/10/15 Reappointed 12/10/2013	December 31, 2018
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) mjackson@cfl.rr.com	12/08/15 reappointed 12/10/2013	December 31, 2019
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/10/2013	December 31, 2016
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	12/10/2013	December 31, 2017
LIAISON	Mayor Parrish		Updated 11/14	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Troy Stephan-(non-resident)	100 Harrison St Cocoa, Florida 32922	(321)720-4529	9/2016 to fulfill unexpired term of Billy Meyers	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
VACANCY- ~~Betty Lee~~	3645 Crossbow Drive Cocoa FL 32926 Betty.j.lee@nasa.gov	544-6080 (cell) 867-3677 (work)	RESIGNED 10/26/15 (NO LONGER ELIGIBLE) 11/14 appointed to regular member (*filled vacancy of David Pryor)* 8/12/14 appt. as alternate member	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				
LIAISON	Councilwoman Blanco		Updated 11/14	
Counsel: Anthony	PO Box 2873, Orlando, FL	866-425-9566		

Garganese/Kim Kopp	32802-2873	407-472-0178 (Kim Kopp)		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Space Coast TPO/T.P.O Citizens Advisory Committee	
Member	**Appointed**
Don Boisvert/Primary Brenda Warner/Alternate	12/15
Jim McCarthy	07/11
Ed Lanni, Alternate	07/11

Brevard Metropolitan Planning Organization--Technical Advisory Committee	
Member	**Appointed**
Michael Georgio (Primary)	7/06

U.S. 1 Corridor Redevelopment
Agency **Meets Fourth Monday Every Month @ 6:15pm** **Expirations in June**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804	6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2018
James McCarthy	116 Lemon St. Cocoa, FL 32922 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	06/11/13 Reappointed 12/11/12 appointed	2017
Laura J. Houston	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
Annette Miele	3801 Arrowsmith Dr. Cocoa, FL 32926-6416	633-1000x639 (W) 795-4983 cell	05/14 Reappointed 04/10 Reappointed 04/09 appointed (to fill unexpired term of Kaz)	2018
Lawrence Koss	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	10/14 appointed	2018
Crystal McQueen	956 N. Cocoa Blvd. Ste. 1121 & 1123 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-271-4659 (hm) 321-271-4365 (cell)	10/16 appointed (fulfilling term of Jeri Blanco)	2018
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Councilwoman Warner		Updated 11/14	
Counsel: Joe Colombo				
RECORDING SECRETARY	Monica Arsenault	433-8532		

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	02/14 appointed (to fill non-renewed term of Carol Noble)	2016
VACANCY-Zimmerman, Elliot resigned 4/8/14	3212 Westchester Drive, Cocoa FL 32926 EZCPA@cfl.rr.com	632-8861(H)	1/8/13 appointed to fill vacancy of Ardell Smith	2015
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
~~Angela Apperson~~ ~~Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 11/14	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

City Council Liaison Appointments	Expirations Each November After Elections
Board	**Liaison**
Affordable Housing Committee	Councilwoman Warner
Board of Adjustment	Councilwoman Blanco
Code Enforcement Board	Councilwoman Warner
Diamond Square Redevelopment Agency	Councilman Blake
Enterprise Zone Development Agency/Brownfields Adv.	Mayor Parrish
Housing Authority	Mayor Parrish
Planning & Zoning Board	Councilwoman Blanco
Space Coast League of Cities	Councilman Blake Primary / Councilwoman Warner Alternate
Space Coast TPO	Deputy Mayor Boisvert Primary / Councilwoman Warner Alternate
U.S. 1 Redevelopment Agency	Councilwoman Warner
Utilities Advisory Board	Deputy Mayor Boisvert

Ordinance No. 6-96 established a uniform procedure for appointing persons to and removing persons from City boards and committees, and provided for uniform/consistent requirements. Boards and committees which were not established by City ordinance were reestablished through Resolution No. 96-15 in one uniform schedule.) All persons, prior to consideration of appointment must have first completed an application form and have met all requirements contained in said application. Unless otherwise provided, the standard board member term is three years in duration.

Legislation Details (With Text)

File #:	17-21	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/29/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Consider the appointment of Stephanie Moretto as an Alternate member of the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12_13_16 Moretto Board application.pdf 12_29_16 Moretto Consideration letter.pdf Code Enforcement Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2016
Agenda Date: January 10, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Stephanie Moretto as an Alternate member of the Code Enforcement Board.

BACKGROUND:

Mrs. Stephanie Moretto submitted an application for board membership on December 13, 2016, with a request of membership on the Code Enforcement Board. The City Clerk spoke with Ms. Moretto and explained that the board was at capacity with Regular board members, but had two Alternate member positions. The City Clerk further explained that there were other boards that had regular member seats open.

Mrs. Moretto expressed her desire to become more involved with the City and noted that she is most interested in the Code Enforcement Board. Mrs. Moretto and her husband own a security business within the City and work closely with the Cocoa Police Department. She asked to be considered as an Alternate member until a Regular seat becomes available.

Mrs. Moretto meets all other qualifications for board membership. If appointed, she will remain an Alternate until a Regular seat becomes available.

A current Code Enforcement Board Roster is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the appointment of Stephanie Moretto as an Alternate member of the Code Enforcement Board.

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, December 13, 2016 4:31 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Stephanie
Last Name	Moretto
Application Date	12/14/2016
Address1	105 Forrest Ave PMB #454
City	cocoa
State	Florida
Zip	32922
Home Phone Number	3217043599
Work Phone Number	3217043599
Cell Phone Number	3217043599
Other Phone Number	3217043599
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	9/24/1980
E-mail Address	stephigunz@gmail.com

RECEIVED
DEC 13 2016
OFFICE OF THE CITY CLERK

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember	No

by blood, adoption, or marriage?	
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	helping my neighborhood

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

COCOA
FLORIDA

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 29, 2016

Mrs. Stephanie Moretto
501 N. Georgia Ave.
Cocoa, FL 32922

Re: Appointment to the Code Enforcement Board

Dear Mrs. Moretto,

The City Council will consider your application for appointment as an Alternate member of the Code Enforcement Board at its Regular meeting on January 10, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2019
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034	632-9241	07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2018
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2017
Michael A. Cicerrella	2815 Tulane Drive, 32926-5756 mcicerrella@cfl.rr.com	631-0042	05/15 Reappointed 04/12 Reappointed 05/09 Reappointed 05/06 Reappointed 11/04 To Fill an Unexpired Term	2018
Michael Klug	2106 Ivy Drive Cocoa, FL 32922	514-3533	06/15 Reappointed 03/15 Appointed (fill Z. Lewis seat)	2018
William Terrell	90 Delannoy Avenue Cocoa, FL 32922 Bill-terrell@msn.com	795-2567 hm	10/15 Appointed (replaced F. Scott who did not seek reappt in June 2015)	2018
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave_Jr@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	05/15 Reappointed 03/15 appointed (filled C. Young seat)	2018
VACANCY- 1st Alternate				
VACANCY - 2nd alternate				
LIAISON	Councilwoman Warner		Updated 11/12	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	16-568	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	12/12/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	

Title: 1)Award the Factory Street Stormwater Retrofit to Estep Construction with a deductive Change Order of $118,385.90 that brings the cost of construction to $259,392 and a project total of $297,877.
2)Approve the attached Deductive Change Order Form which is already signed by the Engineer of Record and Estep Construction.
3)Approve an appropriate Budget Resolution regarding the attached FY17 Project Transfer while utilizing the FY17 Budget Adjustment Form. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
CO80.1 Award Rec Revised 12.7.16.pdf
Factory Street Change Order_DKandEstep_signed.pdf
B-17-01-COC Tabulation Sheet.pdf
SJRWMDsigned_contract28738_byCityMgr.pdf
City of Cocoa - File #_ 16-335.pdf
Legislation Details (With Text) 16-136.pdf
B-17-01-COC Final MEMO.pdf
Resolution No. 2017-04.pdf
BAF-PW-SW-Project-Transfer SW17BA (1-10-17)` Agenda 16-568 - FY17.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 12, 2016
Agenda Date: January 10, 2017
Prepared By: Laura Rankin, Stormwater Engineer
Through: Ed Wegerif, Public Works Director
Requested Action:

1) Award the Factory Street Stormwater Retrofit to Estep Construction with a deductive Change Order of $118,385.90 that brings the cost of construction to $259,392 and a project total of $297,877.
2) Approve the attached Deductive Change Order Form which is already signed by the Engineer of Record and Estep Construction.
3) Approve an appropriate Budget Resolution regarding the attached FY17 Project Transfer while utilizing the FY17 Budget Adjustment Form.

BACKGROUND:

At the April 12, 2016 City Council meeting, agenda item 16-136 (section V.10), the Stormwater Division of Public Works received approval to apply for St. Johns River Water Management District Cost-share (SJRWMD) funding. The City of Cocoa applied for, and received, district cost-share funding for two stormwater retrofit projects. Both projects reduce nutrients discharging into the Indian River Lagoon (IRL) via stormwater runoff. On August 23, 2016, City Council approved agenda item 16-335 (section VIII.8) which requested: 1) Approve and authorize the City Manager to execute documents necessary to pursue SJRWMD Cost-share Funding for two stormwater retrofit projects. 2) Approve a multiyear contract for the Factory Street stormwater retrofit and cost-shared project.

The AT&T stormwater retrofit project (also known as the Factory Street Stormwater Improvement project) is located at the intersection of Factory Street and Florida Avenue. Approximately 13 acres of currently untreated stormwater will be draining to the new, retrofitted dry detention pond. It is estimated the retrofit will provide a nutrient reduction of 34 lbs/yr of Total Nitrogen and 9 lbs/yr of Total Phosphorus. The project also includes an educational sign outlining the importance of controlling nutrients and sediment at the source using stormwater management and the City's efforts in improving the Indian River Lagoon. Construction is anticipated to begin late February 2017 and completion in May 2017. Cost-share funding will be dispersed in monthly increments and final payment will be when project completion documents have been submitted and approved by the SJRWMD.

The total project construction cost was estimated at $207,641 in April 2016 when the cost-share funding request was submitted, at roughly 50% design, and therefore, the cost-share reimbursement amount is set at $55,801. This project was publicly bid, City of Cocoa bid number B-17-01-COC. The apparent lowest bidder was Estep Construction, at $377,777.00. In order to reduce the budgetary impacts while retaining SJRWMD cost-share funding, Public Works removed the following items from all bidders: pipe lining of aging stormwater infrastructure, Florida Friendly landscaping, complete road restoration, and irrigation. Estep Construction was still the apparent low bidder at $259,391.10.

The Public Works Department has requested funding from the ½-cent sales tax initiative, Save Our Indian River Lagoon, to help offset construction costs. The program is still in the development stages; however, Brevard County Natural Resources Department has requested a list of 'shovel-ready' projects. Should this project come under consideration for receiving this funding, Public Works will present the information to City Council for consensus.

Excluding the components related to the deductive change order will decrease the price of the overall project; however, staff continues to be committed to complete these components and will pursue alternative funding sources and measures (such as doing some of the projects in house).

STRATEGIC PLAN CONNECTION:

This stormwater retrofit project will positively impact the Indian River Lagoon and will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction, North B IRL Basin Action Management Plan, and the City's National Pollution Discharge Elimination System permit.

Economic Development: The improvement of the Indian River Lagoon has a direct impact to the adjacent property values and tourism associated with the Lagoon.

BUDGETARY IMPACT:

Budgeted	Yes (Partially)
If not budgeted, is amendment/transfer attached?	Yes

Project Number	SW16FS
Amount Requested	$297,877
Account Number	423-3570-538.63-00
Account Name	Stormwater Utility - Infrastructure

Source of Funds: Project SW17BA $55,332

The amount budgeted for SW16FS, in FY16, was $242,545.00. Currently, in the Stormwater Utility - Infrastructure account, this project SW16FS, has an available balance of $204,060.00 due to a pre-encumbrance of $38,485 (PO#69425) for construction engineering inspection services. Public Works anticipates utilizing funds available from project SW17BA to cover the $55,331.10 construction cost overage, which resides within Stormwater Utility - Infrastructure as well. SW17BA will still undergo the design phase during FY17 and construction will be re-budgeted in FY18. Additionally, at the time of reimbursement from SJRWMD for SW16FS, the funds will be returned to SW17BA.

PREVIOUS ACTION:

At the April 12, 2016 City Council meeting, agenda item 16-136, the Stormwater Division of Public Works received approval to apply for St. Johns River Water Management District Cost-share (SJRWMD) funding.

On August 23, 2016, City Council approved agenda item 16-335 which requested: 1) Approve and authorize the City Manager to execute documents necessary to pursue SJRWMD Cost-share Funding for two stormwater retrofit projects. 2) Approve a multiyear contract for the Factory Street stormwater retrofit and cost-shared project.

RECOMMENDED MOTION:

1) Award the Factory Street Stormwater Retrofit to Estep Construction with a deductive Change Order of $118,385.90 that brings the cost of construction to $259,392 and a project total of $297,877.
2) Authorize and approve the attached Deductive Change Order Form which is already signed by the Engineer of Record and Estep Construction.
3) Approve an appropriate Budget Resolution regarding the attached FY17 Project Transfer while utilizing the FY17 Budget Adjustment Form.

QLH
Quentin L. Hampton Associates

December 9, 2016

Laura Rankin, EI
Stormwater Engineer & NDPES Coordinator
City of Cocoa Public Works
155 Wilson Avenue
Cocoa, FL 32922

Email: lrankin@cocoafl.org
Hard Copy Mailed Only on Request

RE: FACTORY STREET STORMWATER RETROFIT
Bid No. B-17-01-COC

Dear Laura,

As you are aware, four (4) bids were received by the City on October 20, 2016. Listed below is the tabulation of the received bids:

Estep Construction	$377,777
SDV Services, LLC	$394,900
D.P. Development	$441,000
Masci Corporation	$537,957

Estep Construction Inc. of Apopka is the apparent low bidder. Neither the City nor our company has had past experience with Estep. Our investigation showed that Estep has a current State General Contracting license with no active complaints. Estep is FDOT prequalified in multiple applicable work classes. Based on Estep's submitted information and discussions with Estep, their company specializes in public drainage and civil work. References for Estep all gave good comments and recommendations for Estep. Based on our investigation, we believe that Estep has the necessary resources and abilities to effectively construct this project.

Estep's bid exceeds the City's current budget for the project. Based on our review of Estep's breakdown of their bid and review of the scope of work included in the bid, a few work items could be removed from the scope of work to lower the overall cost and still meet the original project goals. That work includes lining of existing stormwater pipes, milling and asphalt overlay of Factory Ave., landscaping and irrigation. The lining of the existing stormwater pipes can be accomplished in the future with a City pipe lining contract. Likewise the milling and resurfacing of the asphalt can be accomplished in the future via a City road resurfacing contract. Impacts to the roadway for the stormwater work could be patched to City requirements for now. Landscaping and irrigation could also be accomplished in the future. The non-paved areas can be sodded for now.

P.O. Drawer 290247, Port Orange, FL 32129-0247
Phone (386) 761-6810 Fax (386) 761-3977
www.qlha.com

The attached change order #1 includes these various changes. The $118,385.90 deductive change order reduces the contract to $259,391.10. We recommend award of the bid to and execution of the change order with Estep Construction Inc. in the net amount of $259,391.10. Please contact our office if you have any questions.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice-President

DAK:bf

					Estep Construction (Low Bidder)		
Item No.		Description	Est. Qty.	Units	Unit Price	Extended Cost	
1		Mobilization (< 5% of subtotal total bid) [limited to 5% of original bid amount; therefore, allowance for mobilization is $18,888.85]	1	LS	$ 30,287.00	$ 30,287.00	$ (11,398.15)
2		Preconstruction Video	1	LS	$ 700.00	$ 650.00	
3		Soil/Erosion Control	1	LS	$ 5,000.00	$ 5,000.00	
4		Field Locate & Expose Existing Utilities	1	LS	$ 1,000.00	$ 1,000.00	
5		Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	
6		Demolition/Clearing/Grubbing	1	LS	$ 27,030.00	$ 27,030.00	
7		Pond Excavation	1	LS	$ 15,000.00	$ 15,000.00	
8		Storm Pipe					
	a	24" RCP	55	LF	$ 150.00	$ 8,250.00	
9		Line Existing Storm Pipe					
	a	8" VCP	34	LF	$ 75.00	$ 2,550.00	$ (2,550.00)
	b	12" VCP	82	LF	$ 75.00	$ 6,150.00	$ (6,150.00)
	c	18" VCP	26	LF	$ 75.00	$ 1,950.00	$ (1,950.00)
	d	24" VCP	64	LF	$ 150.00	$ 9,600.00	$ (9,600.00)
	e	30" VCP	180	LF	$ 175.00	$ 31,500.00	$ (31,500.00)
10		Storm Structures					
	a	Control Weir Structure	1	LS	$ 5,000.00	$ 5,000.00	
	b	Type 9 Inlet Top and Bottom	2	EA	$ 6,500.00	$ 13,000.00	
	c	Double Type 9 Inlet Top and Bottom	1	EA	$ 8,000.00	$ 8,000.00	
	d	24" MES	1	EA	$ 1,800.00	$ 1,800.00	
	e	Concrete Flume with Sediment Trap	1	EA	$ 3,500.00	$ 3,500.00	
	f	Concrete Flume	2	EA	$ 2,000.00	$ 4,000.00	
	g	Sidewalk Flume with Sediment Trap	1	EA	$ 2,000.00	$ 2,000.00	
11		5 Foot High Gravity Block Wall	215	LF	$ 282.15	$ 60,662.25	
12		Concrete					
	a	4" Thick Concrete Sidewalk	2,000	SF	$ 5.00	$ 10,000.00	
	b	Curb Ramp	2	EA	$ 2,100.00	$ 4,200.00	
	c	6" Thick Concrete (Driveway)	560	SF	$ 8.00	$ 4,480.00	
	d	Type F Curb & Gutter	60	LF	$ 25.00	$ 1,500.00	
	e	Drop Curb	70	LF	$ 25.00	$ 1,750.00	
13		Road Restoration					
	a	Asphalt Road Repair\Patch	300	SF	$ 45.00	$ 13,500.00	
	b	Type SP-9.5 Traffic Level C Asphaltic Concrete including Edge Milling	67	TN	$ 261.93	$ 17,549.31	$ (17,549.31)
14		Signage/Striping					
	a	24" Wide White Thermoplastic	30	LF	$ 25.00	$ 750.00	
	b	12" Wide White Thermoplastic	255	LF	$ 10.00	$ 2,550.00	
	c	6" Wide Double Yellow Thermoplastic (50LF)	150	LF	$ 8.00	$ 1,200.00	$ (800.00)
	d	Detectable Surface	36	SF	$ 30.00	$ 1,080.00	
	e	Public Education Sign	1	LS	$ 5,000.00	$ 5,000.00	
15		Irrigation	1	LS	$ 14,000.00	$ 14,000.00	$ (14,000.00)
16		Landscaping	1	LS	$ 27,888.44	$ 27,888.44	$ (27,888.44)
17		Sodding	15000	SF	$ 0.45	$ 6,750.00	$ 5,000.00
18		Fencing					
	a	6' High Chainlink Fence	240	LF	$ 25.00	$ 6,000.00	
	b	6" High x 48" Wide Chainlink Gate	2	EA	$ 2,000.00	$ 4,000.00	
19		Layout/As-Builts	1	LS	$ 8,000.00	$ 8,000.00	
20		Post Construction Video	1	LS	$ 700.00	$ 650.00	
						$ 377,777.00	$ (118,385.90)
							$ 259,391.10

CHANGE ORDER FORM

Project: ***City of Cocoa***
Florida Avenue and Factory Street Stormwater Improvements

CHANGE ORDER NO. 1

DATE OF ISSUANCE: _____ CONTRACTOR: Estep Construction, Inc.

EFFECTIVE DATE: _____ ENGINEER: Quentin L. Hampton Assoc., Inc.

OWNER'S CONTRACT NO.: Bid # B-17-01-COC

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $377,777.00	Original Contract Times Substantial Completion: 100 Final Completion: 160 days or dates
Net changes from previous Change Order No. 0 to No. 0 $0.00	Net change from previous Change Order No. 0 to No. 0 0 Days
Contract Price prior to this Change Order $377,777.00	Contract Times prior to this Change Order Substantial Completion: 100 Final Completion: 160 days or dates
Net Increase (decrease) of this Change Order ($118,385.90)	Net Increase (decrease) of this Change Order 0 Days
Contract Price with all approved Change Orders $259,391.10	Contract Times with all approved Change Orders Substantial Completion: 100 Final Completion: 160 days or dates

CHANGES ORDERED:

I. GENERAL: This change order is necessary to cover changes in the work to be performed under this Contract.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract price is hereby decreased by $118,385.90.

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: In order to reduce the scope of work due to the Owner's budget, the scope of work is being modified to delete the lining of existing storm pipes; milling and overlay of Factory Street; and landscaping and irrigation. The attached accounting shows the proposed changes.

CONTRACT TIME: N/A

IV. PAYMENT:

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

RECOMMENDED BY:

Quentin L. Hampton Associates, Inc.
(Engineer)

By: _____ 12/7/16
(Authorized Signature) (Date)

David A. King, P.E., Vice President

ACCEPTED BY:

Estep Construction, Inc.
(Contractor)

_____ 12-5-16
(Authorized Signature) (Date)

Jeffrey R. Estep - President

APPROVED BY:

_____
(Owner)

By: _____ _____
(Authorized Signature) (Date)

_____

_____ _____
(Authorized Signature) (Date)

_____

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, October 20, 2016

BID NUMBER: B-17-01-COC Factory Street Stormwater Retrofit

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety
Estep Construction, Inc. 820 S. Duncan Drive Tavares, FL 32778	Y	NA	Y	Y	Y	$377,777.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Masci Corporation 5752 S. Ridgewood Ave Port Orange, FL 32127	Y	NA	Y	Y	Y	$537,957.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
SDV Services LLC 1514 S. Washington Ave. Titusville, FL 32780	Y	Y TB	Y	Y	Y	$394,900.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
DP Development of the Treasure Coast 467 Forrest Ave. #118 Cocoa, FL 32922	Y	Y TB	Y	Y	Y	$441,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y

COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF COCOA

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF COCOA ("Recipient"), 65 Stone Street, Cocoa, Florida 32922. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2016-2017 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Factory Street Stormwater Retrofit and Improvements Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER.**

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2017 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made in writing before July 1, 2017. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds $100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final report, will remain in full force and effect after the Completion Date as necessary to affect performance.

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

(c) If the construction, which is eligible for District reimbursement, does not begin before June 30, 2017, or if the first invoice for non-construction projects is not submitted by June 30, 2017, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

(a) For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three (33%) of the total construction cost of the Project, but in no event shall the District cost-share exceed $55,801. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure

completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

(c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. **PAYMENT OF INVOICES.**

(a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately thirty-three (33%) of approved cost or the not-to-exceed sum of $55,801, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation**. For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement,

additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT	RECIPIENT
Melisa Diolosa	Laura Rankin
Project Manager	Project Manager
St. Johns River Water Management District	City of Cocoa
525 Community College Parkway, S.E.	155 N. Wilson Avenue
Palm Bay, Florida 32909	Cocoa, Florida 32922
321-676-6622	321-433-8910
E-mail: mdiolosa@sjrwmd.com	E-mail: lrankin@cocoafl.org

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

(a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule.

Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

(b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

(a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

(b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

22. **PUBLIC ENTITY CRIME.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on 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 s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to

allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

24. **ROYALTIES AND PATENTS**. Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

Date: _____

ONLY AS TO FORM AND LEGALITY

_____
William Abrams, Sr. Assistant General Counsel

CITY OF COCOA

By: _____

John A. Titkanich, Jr., City Manager
Typed Name and Title

Date: 8/23/2016

Attest: _____

Carie Shealy, City Clerk
Typed Name and Title

ATTACHMENTS

Attachment A - Statement of Work
Attachment B - Project Progress Report Form
Attachment C - District Supplemental Instructions Form

2015-16 District Cost-Share Initiative
Last updated: 9-9-15

ATTACHMENT A - STATEMENT OF WORK
CITY OF COCOA
FACTORY STREET STORMWATER RETROFIT AND IMPROVEMENTS

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2016-2017 to develop and implement resource and water supply development projects and promote conservation. On June 14, 2016, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Cocoa (Recipient) requested funding for their Factory Street Stormwater Retrofit and Improvements for the not to exceed amount of $55,801, towards the estimated construction cost of $169,096. This request was approved by the Governing Board. The Recipient is located in Brevard County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide treatment to previously untreated stormwater that is directly discharging to the Indian River Lagoon. The project is estimated to remove approximately 34.06 lbs. of total Nitrogen and 6.87 lbs. of total Phosphorus annually.

III. SCOPE OF WORK

The Recipient shall expand an existing dry retention pond to provide additional treatment for 13.22-acres of untreated stormwater. The current pond bottom will be excavated an additional 2-feet.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- A copy of Recipient's executed construction contract documents;
- A copy of any subsequent change orders to the contract;

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Coordinator at mlicourt@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2017. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Stormwater pond construction	October 2016	May 2017

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three percent (33%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed $55,801.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2016.

The District's Project Manager will also provide a document to the Recipient to be completed showing the spend-down plan for the Project. The spend-down plan should be completed once the Recipient issues the Notice to Proceed to the construction contractor.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Coordinator within 30 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is mlicourt@sjrwmd.com. The Recipient shall submit a final project report within 30 days of Final Completion and acceptance by City of Cocoa detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the construction tasks).

FY 16-17 (10/1/2016 – 9/30/2017)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Stormwater pond construction	$169,096	$55,801
TOTAL FY 16-17:	**$169,096**	**$55,801**

ATTACHMENT B

St. Johns River Water Management District
Project Progress Report

Date: _____
month/day/year

Report Number: _____

Contract/Project Identification

Project Name:	Factory Street Stormwater Retrofit and Improvements Project
Recipient:	City of Cocoa

SJRWMD Contract Number:	28738	SJRWMD Project Manager:	Melisa Diolosa
		Recipient's Project Manager:	Laura Rankin

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	$
Expended To-date:	$
Expended This Period:	$
Percent Budget Expended:	%

Duration

Planned Duration:	Weeks
Duration To-date:	Weeks
Duration This Period:	Weeks
Percent Duration Expended:	%

Anticipated Future Payment Requests:

3 Months	6 Months	9 Months	12 Months

Design/Permitting Status

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: , Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
, District Project Manager

Acknowledged: _____ Date: _____
, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management

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File #:	16-335 Version: 1	Name:	
Type:	Contract	Status:	Multi-Year Contract
File created:	8/4/2016	In control:	City Council
On agenda:	8/23/2016	Final action:	
Title:	1) Approve and authorize the City Manager to execute documents necessary to pursue St. Johns River Water Management District Cost-share Funding for two stormwater retrofit projects. 2) Approve a multi-year contract for the Factory Street stormwater retrofit and cost-shared project.		
Attachments:	1. 28740 City of Cocoa Church Street Agreement.pdf, 2. 28738 City of Cocoa Factory Agreement.pdf, 3. City of Cocoa - Rankin.pdf, 4. Public Works Stormwater Grants Internal Approval FormsFY2016_2017.pdf		

history (0) | text

CITY COUNCIL AGENDA ITEM

Memo Date: August 4, 2016
Agenda Date: August 23, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:

1) Approve and authorize the City Manager to execute documents necessary to pursue St. Johns River Water Management District Cost-share Funding for two stormwater retrofit projects.
2) Approve a multi-year contract for the Factory Street stormwater retrofit and cost-shared project.

BACKGROUND:

At the April 12, 2016 City Council meeting, agenda item 16-136, the Stormwater Division of Public Works received approval to apply for St. Johns River Water Management District Cost-Share (SJRWMD) funding. The City of Cocoa applied for and received district cost-share funding for two stormwater retrofit projects. Both projects reduce nutrients going into the Indian River Lagoon (IRL) and will help the City meet mandated nutrient reduction goals in order to stay in compliance with the North B IRL Basin Action Management Plan and Total Maximum Daily Loads.

One stormwater retrofit project is the Church Street Baffle Box installation. It is estimated that roughly 80 acres of untreated stormwater drains to the Indian River Lagoon. Installing the Baffle Box will improve Lagoon water quality by removing nutrients and sediment. It is estimated the Baffle Box provide a nutrient reduction of 173 lbs/yr of Total Nitrogen and 35 lbs/yr of Total Phosphorus. The project cost is estimated at $173,620 and the cost-share reimbursement amount is $56,634.60. Cost-share funding will be dispersed once the as-builts and project completion documents have been

submitted and approved by the SJRWMD. Construction is anticipated to begin April 2017 and anticipated completion toward the end of June 2017.

The second stormwater project location is the AT&T stormwater retrofit project (also known as the Factory Street Stormwater Improvement project). Approximately 13 acres of currently untreated stormwater will be draining to the new, retrofitted dry detention pond. It is estimated the retrofit will provide a nutrient reduction of 34 lbs/yr of Total Nitrogen and 9 lbs/yr of Total Phosphorus. The project also includes Florida Friendly Landscaping and an educational sign outlining the importance of proper stormwater management and the City's efforts in improving the Indian River Lagoon. The total project cost is estimated at $207,641 and the cost-share reimbursement amount is $55,801. Construction is anticipated to begin October 2016 and completion in May 2017. Cost-share funding will be dispersed once the as-builts and project completion documents have been submitted and approved by the SJRWMD.

Both of these projects have been included in the Fiscal Year 2016-2017 budget. It is anticipated the FY2016-2017 budget will be approved; however, budget approval is still pending as of August 4, 2016.

STRATEGIC PLAN CONNECTION:

These stormwater retrofit projects will positively impact the Indian River Lagoon and will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

Budgeted? Yes Project numbers: SW16FS - Factory Street
SW17CS - Church Street

FY2016 budgetary impact:
423-3570-538.63-00 $18,795.00 Factory Street design and permitting (Proj.# SW16FS)

FY2017 budgetary impact: (Pending FY2017 budget approval)
423-3570-538.63-00 $2,000.00 Church Street design and permitting (Proj.# SW17CS)
423-3570-538.63-00 $171,620.00 Church St. Baffle Box and installation (Proj.# SW17CS)
423-3570-538.63-00 $169,096.00 Factory Street construction (Proj.# SW16FS)

There will be budgetary impacts for Fiscal Years 2016 and 2017. Budgetary impacts in Fiscal Year 2016 were approximately $19,000 for the design of the Factory Street project. In Fiscal Year 2017, the budgetary impacts will be for the construction of the stormwater management facilities; approximately $169,096 for the Factory Street construction and approximately $173,620 for the Church Street design and construction.

PREVIOUS ACTION:

Council Agenda Item 16-136 approved the Stormwater Division of Public Works to apply for SJRWMD Cost-share Funding.

RECOMMENDED MOTION:

Approve and to authorize the City Manager to execute documents necessary to pursue the SJRWMD Cost-share Funding. Approve a multi-year contract for the design and construction of the Factory Street stormwater retrofit project.

Legislation Details (With Text)

File #:	16-136	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	4/1/2016			**In control:**	City Council
On agenda:	4/12/2016			**Final action:**	
Title:	To provide approval for the City to apply for the St. Johns River Water Management District Cost-Share Program. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. 2016-17_Districtwide_cost-share_application.pdf, 2. Public Works Stormwater Grants Internal Approval Forms.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2016
Agenda Date: April 12, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P. E., Public Works Director
Requested Action:
To provide approval for the City to apply for the St. Johns River Water Management District Cost-Share Program.

BACKGROUND:

The St. Johns River Water Management District has recently announced a cost-sharing opportunity that the City is eligible to apply for related to stormwater projects which improve water quality entering surface waterbodies. The grant notification originated from the District in mid-March 2016. The cost-sharing allows for multiple applications during the Fiscal Year 2016-2017. The grant application is due April 22, 2016. Public Works staff is currently working on completing and submitting the application package to meet this critical deadline.

The first location being proposed for cost-share funding is for the Low Impact Development aspect of the Florida Avenue Improvement Project, which is the pervious pavers for the pedestrian area and parallel parking areas. The proposed cost-share reimbursement amount is anticipated at $43,312.50.

The second location is the Church Street Baffle Box installation. It is estimated that roughly 80 acres of untreated stormwater drains to the Indian River Lagoon. Installing the Baffle Box will improve water quality by removing nutrients and sediment. The project cost is estimated at $200,000 and the proposed cost-share reimbursement amount is anticipated at $66,000.

The third project location is the AT&T stormwater retrofit project (also known as the Factory Street Stormwater Improvement project). Approximately 12 acres of currently untreated stormwater will be draining to the new dry detention pond. This project is also considered a water quality improvement project. The project cost is estimated at $240,000 and the proposed cost-share reimbursement amount is anticipated at $79,200.

The fourth project location is at the Emma Jewel Charter School. This will be a new stormwater management facility which will provide stormwater treatment to the Diamond Square Redevelopment Area, which is currently untreated runoff. This will also be considered a water quality improvement project. The project cost is estimated at $200,000 and the proposed cost-share reimbursement amount is anticipated at $66,000.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed under this grant will allow the City to encourage development and revenue generation in an economically depressed area in the Diamond Square Redevelopment Area by providing off-site stormwater management. The remaining projects, projects 1, 2, and 3, will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

There are no budgetary impacts in Fiscal Year 2016

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To provide approval for the City to apply for the St. Johns River Water Management District Cost-share Funding Program for these four projects.

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Laura Rankin, Associate Engineer

From: Sonja Suarez, Purchasing Manager

Date: 10/20/16

Re: **Bid #B-17-01-COC, Factory Street Stormwater Retrofit**

Bids for the subject offering were opened on October 20, 2016 at 3:00 p.m. Purchasing sent out fifty-six (56) invitations and notifications to bid and received four (4) responses from twenty-two (22) plan holders.

THE APPARENT LOW BIDDER IS ESTEP CONSTRUCTION, TAVARES, FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

RESOLUTION NO. 2017-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of January, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW-SW | DATE PREPARED: 12/13/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 55,332)	423-3570-538.63-00	SW17BA	STORMWATER INFRASTRUCTURE	$ 1,672,179	$ 1,586,179	$ 1,530,847	$ 896,768
$ 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
($ 55,332)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 55,332	423-3570-538.63-00	SW16FS	STORMWATER INFRASTRUCTURE	$ 1,672,179	$ 153,847	$ 209,179	$ 952,100
$ 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
$ 55,332	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Publicly bid costs of construction received were higher than originally budgeted. Therefore, Public Works seeks to amend the budget for project SW17BA by a reduction of $55,332.00. Agenda 16-568

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 01/10/17 RESOLUTION #: 2017-04

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.

12/13/16	Laura Rankin	12/14/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.12.14 14:26:01 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/13/16	Everett J. Wegerif	12/15/16	Lora Howell Digitally signed by Lora Howell Date: 2016.12.15 10:58:12 -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 #:	16-569	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	12/12/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Ordinance No. 04-2017/ 1st Reading: Repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2017.pdf Brownfields Advisory Board Members.pdf 2002-106(Providing for the creation of an enterprise zone).pdf 2005-112(re designation the Citys enterprise zone).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2016
Agenda Date: January 10, 2016
Prepared By: Samia Singleton, Economic Development Specialist
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the First reading of an Ordinance repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency.

BACKGROUND:

Following authorization by the Florida Legislature (Chapter 2002-296), in October 2002, Cocoa City Council adopted Resolution 2002-106, pertaining to the Florida Enterprise Zone Program, Sections 290.01-290.16, Florida Statutes, declaring the need for an Enterprise Zone within Cocoa city limits and stating an intent to form an Enterprise Zone Development Agency and further stating an intent to create and adopt a strategic plan for such Agency. An Enterprise Zone is a specific geographic area targeted for economic revitalization. The Florida Enterprise Zone Program offered corporate and sales tax credits to businesses located within an Enterprise Zone.

Ordinance 30-2002 was adopted by City Council establishing an Enterprise Zone Development Agency and conferring certain limited powers and responsibilities upon the Enterprise Zone Development Agency. In 2005, Council approved the re-designation of the Enterprise Zone program through Resolution 2005-112.

The City of Cocoa Code of Ordinances Chapter 8, Article V - Enterprise Zone Development Agency

was formed for purposes of participating in the State's Enterprise Zone Program, providing for advocacy of the Program, and informing the community of project updates and annual reporting.

During the 2015 Legislative Session, the Florida Legislature did not approve legislation reauthorizing the Enterprise Zone Program, and thus the program expired on December 31, 2015. With the sunset of the Enterprise Zone program, the City no longer requires Chapter 8, Article V of the City's Code of Ordinances pertaining to the program and the Enterprise Zone Development Agency.

STRATEGIC PLAN CONNECTION:

The expiration of the Enterprise Zone program is inconsistent with the goals and objectives of the City's goals of furthering and accelerating economic development and community development; however, the City has no control over this issue as the Florida Legislature allowed the program to sunset.

BUDGETARY IMPACT:

There is no budgetary impact**.**

PREVIOUS ACTION:

The Enterprise Zone Development Agency was established pursuant to Resolution 2002-106 and reauthorized by City Council pursuant to Resolution 2005-112.

RECOMMENDED MOTION:

Approve the First reading of an Ordinance repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency.

ORDINANCE NO. 04-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING CHAPTER 8, ARTICLE V – ENTERPRISE ZONE DEVELOPMENT AGENCY; PROVIDING FOR THE DISSOLUTION OF THE CITY'S ENTERPRISE ZONE DEVELOPMENT AGENCY AND FORMALLY RELIEVING THE MEMBERS THEREOF FROM SERVICE ON SAID AGENCY; 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 previously created an Enterprise Zone Development Agency for purposes of participating in the Florida Enterprise Zone Program; and

WHEREAS, the City's Enterprise Zone sunset in December of 2015; and

WHEREAS, because the City's Enterprise Zone has sunset, the City no longer has a need for an Enterprise Zone Development Agency, and therefore, the City Council desires to repeal the provisions of the City Code that were adopted to participate in the Florida Enterprise Zone Program; and

WHEREAS, the City Council also desires to formally dissolve the Enterprise Zone Development Agency and to formally relieve the members thereof from service on said Agency; 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. **Repeal of Chapter 8, Article V.** The City of Cocoa Code of Ordinances, Chapter 8, Article V, is hereby repealed in its entirety as follows (~~strikeout~~ type indicates deletions):

~~**ARTICLE V. - ENTERPRISE ZONE DEVELOPMENT AGENCY**~~

Sec. 8-90. - Enabling statute.

The provisions of this article V, enterprise zone development agency, are hereby enacted in accordance with the enabling statute, F.S. §§ 290.001—290.016 and ch. 2002-296, Laws of Florida. In the event any conflict exists between the provisions herein and the Florida Statutes, the Florida Statutes shall prevail.

Sec. 8-91. - Definitions.

For the purposes of this article, the following terms shall mean:

(1) *Agency* shall mean the City of Cocoa Enterprise Zone Development Agency, a public body corporate and politic, created by the city council, pursuant to the act, for purposes of exercising the powers and responsibilities designated herein.

(2) *Area* shall mean the City of Cocoa Enterprise Zone, its boundaries created and delineated by the city council in Resolution No. 2002-106 dated October 22, 2002, for purposes of participating in the Florida Enterprise Zone Program pursuant to the act. The area shall be approved and designated by the state as an area targeted for economic revitalization by way of offering businesses financial incentives to encourage private investment and employment opportunities for the area's residents.

(3) *Strategic plan* shall mean the enterprise zone development plan adopted by the city council in accordance with the act.

Sec. 8-92. - Established.

The agency is hereby established for the purpose of carrying out the activities and responsibilities designated to it by the city council, pursuant to the act.

Sec. 8-93. - Composition; terms; removal; vacancies.

(1) The agency shall consist of a board of commissioners which shall have not fewer than eight (8) or more than thirteen (13) commissioners. The commissioner seats shall be designated as seat #1 through #13, respectively. Each commissioner shall be appointed to a specific designated seat by majority vote of the city council. The city council shall appoint one (1) representative from each of the following groups: (One individual may represent more than one (1) of the groups.)

(a) The local chamber of commerce;

(b) A local financial or insurance entity;

(c) The businesses operating within the area;

(d) The residents residing within the area;

(e) A non-profit community-based organization operating within the area;

(f) The local private industry council;

(g) The local code enforcement agency; and

(h) The local law enforcement agency.

(2) The terms of office for the commissioners shall be staggered; thus, the initial term of each seat, beginning from the effective date of this article, shall be:

Seat #1 and #2: Three (3) years.

Seat #3 and #4: Two (2) years.

Seat #5: One (1) year.

Seat #6 to #13: Four (4) years.

Thereafter, all commissioners shall be requested to serve a four (4) year term. Each commissioner shall hold office until a successor has been appointed and qualified by the city council. A certificate of appointment or reappointment of any commissioner shall be filed immediately with the city clerk.

(3) The city council may, by majority vote, remove a commissioner for inefficiency, neglect of duty, or misconduct in office, providing the commissioner has been given a copy of written charges at least ten (10) days prior to a hearing in which the commissioner is given an opportunity to be heard on said charges in person or by counsel.

(4) A seat on the agency shall be deemed vacant when a member has more than three (3) consecutive absences or five (5) absences within a calendar year, or because of death, resignation, removal, or completion of the term by any commissioner. A seat vacated prior to the expiration of its term shall be filled for its unexpired term by majority vote of the city council.

Sec. 8-94. - Proceedings of the agency.

A majority of the appointed commissioners shall constitute a quorum for purpose of conducting business and exercising the powers of the agency and for all other purposes. Action taken by the agency shall be upon a vote of a majority of the commissioners present. The city council, by majority vote, shall designate a chairperson and vice chairperson of the agency, and the chair and vice chair shall serve in such capacity for one (1) year. The chair and vice chair may succeed themselves. In addition to the foregoing, the agency shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of this article. Meetings shall be held at the call of the chairperson and at such other times as a majority of the commissioners may determine. All meetings shall be open to the public. The agency shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be immediately filed with the city clerk for the agency.

Sec. 8-95. - Powers and responsibilities.

The agency may only exercise those powers and responsibilities expressly granted to it by the city council and/or state law. Absent such an express grant, the city council hereby reserves all other powers and duties including, but not limited to, those powers delegated to the city council under the act. The agency shall have the following powers and responsibilities:

(1) To assist in the development and implementation of the strategic plan for the area;

(2) To oversee and monitor the implementation of the strategic plan. The agency shall make quarterly reports to the city council evaluating the progress in implementing the strategic plan;

(3) To identify and recommend to the city council ways to remove regulatory barriers; and

(4) To identify to the city council the financial needs of, and local resources or assistance available to, eligible businesses in the area.

Sec. 8-96. - Expenditure of funds.

The expenditure of funds by the Agency shall comply with the following requirements:

~~(1) The agency shall have no authority to obligate or expend any funds, including grant funds, without the authorization of the city council.~~

~~(2) The agency shall perform its functions and responsibilities within the resources made available by the city and shall not exceed its budget approved by the city.~~

~~(3) The agency shall not incur any expense, debt, or obligation to be paid by the city, unless such expense, debt, or obligation is previously authorized by the city council.~~

~~(4) The agency commissioners shall not receive any compensation for service, but are entitled to payment of necessary and reasonable expenses incurred in the discharge of their duties if said expenses comply with the agency's approved budget.~~

~~Sec. 8-97. Reports.~~

~~The agency shall prepare, and be responsible for, all necessary reports, as required by federal, state and/or local law, in fulfillment of its duties and responsibilities.~~

Section 3. Dissolution of Enterprise Zone Agency and Dismissal of Members. The Enterprise Zone Development Agency ("Agency") previously established pursuant to 8-92, City Code, is hereby dissolved. All members of the board of commissioners appointed by the City Council pursuant to Section 8-93, City Code, are hereby relieved of duty and dismissed. The board of commissioners of the Agency shall have no further responsibilities with the Agency.

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.

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2017.

_____
HENRY U. PARRISH, III
Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

BROWNFIELDS ADVISORY BOARD
Cocoa City Hall, 2nd Floor
65 Stone Street, Cocoa FL 32922
(321) 433-8577 | ssingleton@cocoafl.org

BROWNFIELDS ADVISORY BOARD MEMBERS

Seat #1 – Non-Profit/Community-Based Organization
VACANCY

Seat #2 – Financial or Insurance Entity
Scott C. Jackson
Jackson Private Wealth Management
118 South Indian Circle, Cocoa, FL 32922
(321) 735-9872
scj@jacksonpwm.com
Term Expires: January 31, 2018

Seat #3 – Local Business
Lang Houston
Crest Cleaners
1242 Dixon Blvd., Cocoa, FL 32922
(321) 632-1007
langhouston@cfl.rr.com
Term Expires: January 31, 2017

Seat #4 – Local Residents
Robert Harvey
29 Riverside Drive #601, Cocoa, FL 32922
(321) 806-3525
Robertharveyf16@aol.com
Term Expires: January 31, 2017

Seat #5 – Public Health Representative
Cynthia Leckey
Florida Department of Health, Brevard County
2725 Judge Fran Jamieson Way, A-116, Viera, FL 32940
(321) 633-2100 x9371
cynthia.leckey@flhealth.gov
Term Expires: January 31, 2016

Seat #6 – Non-Profit/Community-Based Organization
VACANCY

Seat #7 – Local Private Industry Council
Judy Blanchard
CareerSource Brevard
1614 Sun Gazer Drive, Rockledge, FL 32955
(321) 394-0567
jblanchard@careersourcebrevard.com
Term Expires: January 31, 2019

Seat #8 – Code Enforcement
Jim Gifford
2807 Tulane Drive, Cocoa, FL 32922
(321) 631-0612
jgifford@cfl.rr.com
Term Expires: January 31, 2019

Seat #9 – Law Enforcement
Lt. Mark Oenbrink
Cocoa Police Department
1226 West King Street, Cocoa, FL 32922
(321) 637-6315
moenbrink@cocoapolice.com
Term Expires: January 31, 2019

Seat #10 – Local Chamber
Tom Vani
2628 Trails at Hidden Harbor, Merritt Island, FL 32952
(321) 432-3373
Tomvani27@hotmail.com
Term Expires: January 31, 2019

Seat #11 – Economic Development Commission
Elizabeth Huy
Economic Development Commission of Florida's Space Coast
597 Haverty Court, Suite 40, Rockledge, FL 32955
(321) 638-2000
ehuy@spacecoastedc.org
Term Expires: January 31, 2019

RESOLUTION NO. 2002-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, PERTAINING TO THE FLORIDA ENTERPRISE ZONE ACT AND CH. 2002-296, LAWS OF FLORIDA, APPROVING THE CITY'S APPLICATION FOR CREATION OF AN ENTERPRISE ZONE WITHIN THE CITY OF COCOA; PROVIDING FOR THE ESTABLISHMENT OF AN AREA WITHIN THE CITY TO BE CONSIDERED AN ENTERPRISE ZONE; MAKING CERTAIN FINDINGS OF FACT WHICH DECLARE THE NEED FOR AN ENTERPRISE ZONE WITHIN THE CITY DUE TO UNACCEPTABLE LEVELS OF POVERTY, UNEMPLOYMENT, PHYSICAL DETERIORATION AND ECONOMIC DISINVESTMENT; FINDING THAT IT IS NECESSARY FOR THE PRIVATE SECTOR TO INVEST ITS OWN RESOURCES TO REVITALIZE THE ECONOMIC VITALITY OF THE AREA; STATING AN INTENT TO CREATE AN ENTERPRISE ZONE DEVELOPMENT AGENCY; STATING AN INTENT TO CREATE AND ADOPT A STRATEGIC PLAN FOR SUCH AGENCY; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida legislature recently adopted Ch. 2002-296, Laws of Florida, which permits an additional enterprise zone to be located within Brevard County, Florida, provided the area encompasses an area which includes the boundaries of the three redevelopment areas pursuant to Ch.163, Florida Statutes; and

WHEREAS, the City Council of the City of Cocoa finds that an area exists within the City which chronically exhibits extreme and unacceptable levels of poverty, unemployment, physical deterioration, and economic disinvestment and said area encompasses three community redevelopment areas as required by Ch. 2002-296, Laws of Florida ("Area"). The Area is more particularly described in Section 2 of this Resolution; and

WHEREAS, the three community redevelopment areas are the Cocoa Redevelopment Area, the Diamond Square Redevelopment Area, and the U.S. 1 Corridor Community Redevelopment Area as established in Chapter 6.5, Cocoa Code; and

NOTE: Boundary map and Exhibit A revised 12/10/02 by Cocoa City Council.

WHEREAS, the City Council hereby finds each such area is a blight on the community as a whole, tarnishes the image and reputation of the community in the eyes of its residents and reduces the desirability of the community as a place to visit and live; and

WHEREAS, the City Council hereby finds that such severely distressed areas have high crime rates and provide environments detrimental to the physical and emotional health of their residents; and

WHEREAS, the City Council hereby finds that the revitalization and redevelopment of each such area for the ultimate benefit of its residents and the community as a whole is of critical importance to the individual community and to the City; and

WHEREAS, the City Council hereby finds that the resources of all levels of government are insufficient, and often inappropriate to undertake successfully the massive task of restoring the social and economic productivity of such areas; and

WHEREAS, the City Council hereby finds that the ultimate revitalization of such areas can occur only if the private sector can be induced to invest its own resources in production enterprises that rebuild the industrial and commercial viability of the areas and provide jobs for residents of the areas; and

WHEREAS, the City Council hereby finds that in order to provide the private sector with the necessary incentives to invest in such distressed areas, governments at all levels should seek ways to relax or eliminate fiscal and regulatory constraints and should seek to identify supportive actions that facilitate business investment in such distressed areas and overcome business objections to distressed area site locations; and

WHEREAS, the City Council hereby determines that rehabilitation, conservation or redevelopment of this area is necessary in the interest of the public health, safety and welfare of the residents within the Area as well as the residents of the City as a whole; and

WHEREAS, the revitalization and redevelopment of the Area for the ultimate benefits of its residents as well as the community as a whole is of critical importance to the City and the surrounding area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Findings of Fact. The City Council hereby declares that the aforesaid recitals shall constitute findings of fact, duly found at a public meeting by the City Council.

Section 2. **Geographic Description of Enterprise Zone.** The City Council hereby determines that the Area shall be that portion of the City of Cocoa, Florida, generally described and depicted in Exhibit "A," which is attached hereto and fully incorporated herein by this reference.

Section 3. **Enterprise Zone Criteria.** The City Council hereby finds that the Area meets the criteria set forth in Section 290.0055(4), Florida Statutes (2001) and the requirements of Ch. 2002-296, Laws of Florida. The Area has been determined not to exceed three (3) square miles and has a continuous boundary. The Area does not include any portion of the Central Business District of the City. The Area suffers from pervasive poverty, unemployment, and general distress as defined in Section 290.0058, Florida Statutes.

Section 4. **Application.** The City Council hereby declares its intent to designate the Area an Enterprise Zone by directing that the City Manager make application for such designation to the Office of Tourism, Trade and Economic Development and that the Mayor and/or City Manager are authorized to execute whatever documents are necessary to duly submit the application.

Section 5. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 6. **Severability.** Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

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

RESOLVED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of October, 2002.

Judy J. Parrish, Mayor

ATTEST:

Joan Clark, City Clerk

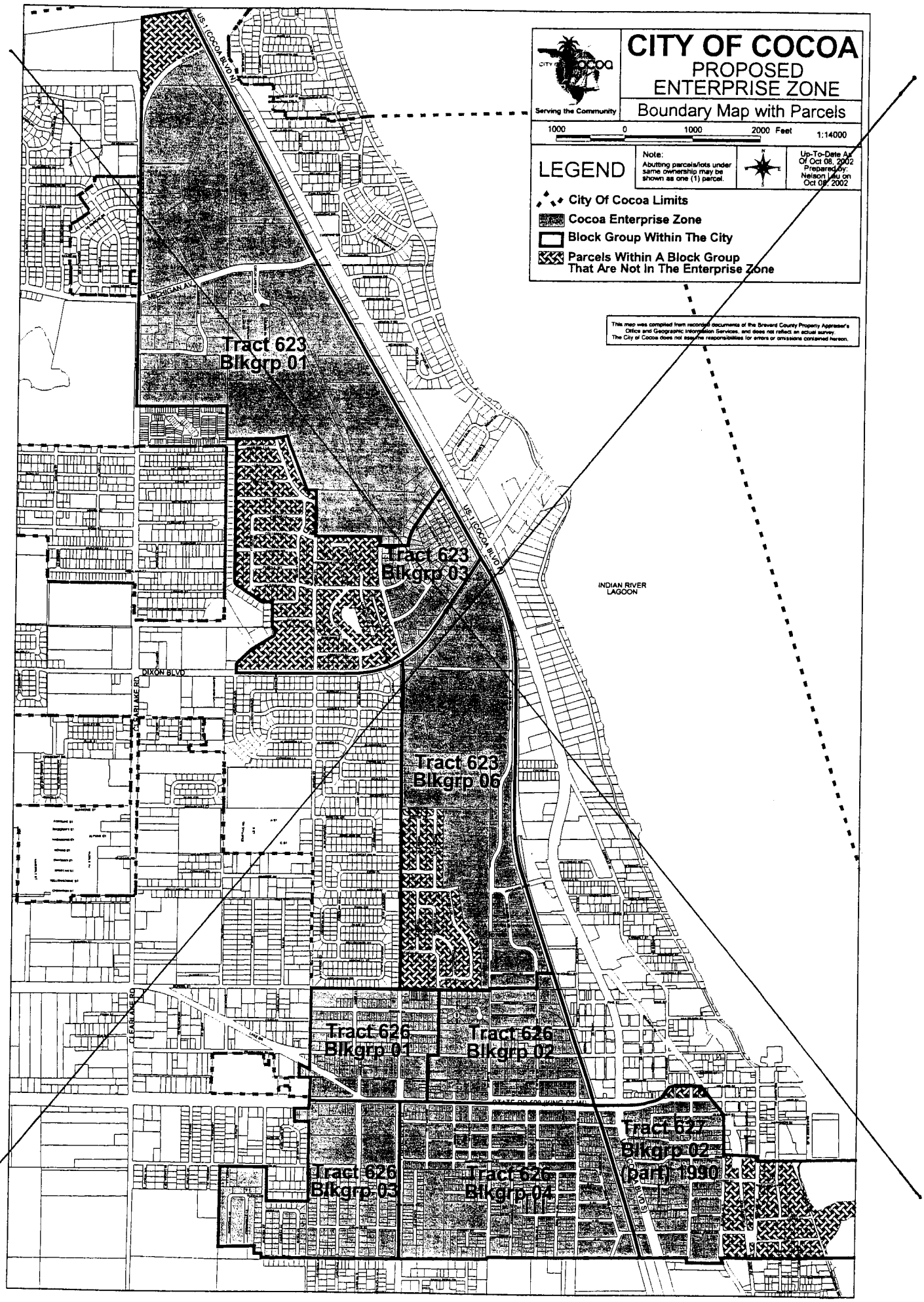

CITY OF COCOA
PROPOSED
ENTERPRISE ZONE
Boundary Map with Parcels
Serving the Community
1000 0 1000 2000 Feet
1:14000
LEGEND
Note:
Abutting parcels/lots under same ownership may be shown as one (1) parcel.
Up-To-Date As Of Oct 08, 2002
Prepared by:
Nelson Lau on
Oct 08, 2002
City Of Cocoa Limits
Cocoa Enterprise Zone
Block Group Within The City
Parcels Within A Block Group That Are Not In The Enterprise Zone
This map was compiled from recorded documents of the Brevard County Property Appraiser's Office and Geographic Information Services, and does not reflect an actual survey. The City of Cocoa does not assume responsibilities for errors or omissions contained hereon.
US 1 (COCOA BLVD N)
MICHIGAN AV
Tract 623
Blkgrp 01
Tract 623
Blkgrp 03
Tract 623
Blkgrp 06
INDIAN RIVER
LAGOON
DIXON BLVD
CLEARLAKE RD
Tract 626
Blkgrp 01
Tract 626
Blkgrp 02
Tract 627
Blkgrp 02
(part) 1990
Tract 626
Blkgrp 03
Tract 626
Blkgrp 04

Exhibit "A"

Commence at the intersection of Forrest Avenue and State Road 520, also known as King Street, west along the southerly right of way line to the intersection of State Road 520, also known as King Street, and Florida East Coast Railway Co. railroad; thence north along the westerly right of way line of the FEC R.R. to State Road 3A, also known as Clearlake Road; thence southwest along the southerly right of way line on a curve to Clearlake Road traversing due south along the easterly right of way line to northern property line of Clearlake Village; thence east along the northern property lines of Clearlake Village to the eastern property line of Clearlake Village; thence south to the northern property line of a parcel located at the northern terminus of Cambridge Drive; thence east along the northerly property lines of parcels located along Vanderbilt Lane to the northeastern point of a parcel located at the terminus of Pineda Street, along the eastern side; thence southeast diagonally following the eastern property lines of parcels along Pineda Street to a point north of the intersection of Columbia Way and Pineda Street; thence east to Fiske Boulevard; thence south along the easterly right of way line to the parcel located at the northeast corner of Bristol Drive and Fiske Boulevard, thence east to Bracco Pond; thence South along the western property line of the Bracco Pond property to School Street; thence west along the southerly right of way line to Pineda Street; thence south along the easterly right of way line to Peachtree Street, proceeding south along a straight line due south along the western property line of a parcel located between Peachtree Street and Lake Drive, to the south side of Lake Drive; thence northwest along the southerly right of way line for two parcels; thence south to Ohio Street along the western boundary of the second parcel; thence east along the southerly right of way line of Ohio Street for two parcels; thence south to State Road 520, also known as King Street; thence west along the southerly right of way line for two parcels; thence south for two parcels along the western property line of said parcels to the southern property line of said parcels; thence east to the eastern property line of the second parcel; thence south to the southern property line of the first parcel located south of Holmes Street; thence west to Aurora Street along the southern property lines; thence north along the easterly right of way line to Jackson Street; thence west along the southerly right of way line to the western property line of the first parcel west of Abbey Lane; thence south to a point west of Gardenia Avenue; thence east to the western property line of a parcel located on Aurora Street; thence south along the western property line for two parcels; thence east to Aurora Street; thence south along the westerly right of way line of Aurora Street to Rosa L. Jones Drive; and thence east along the southern boundary of the jurisdictional limits of the City of Cocoa to Florida Avenue; and thence north along the westerly right of way line north to the intersection of Oleander Street and Forrest Avenue; thence northwest along the westerly right of way line of Forrest Avenue to the intersection of State Road 520 and Forrest Avenue, the point of beginning.

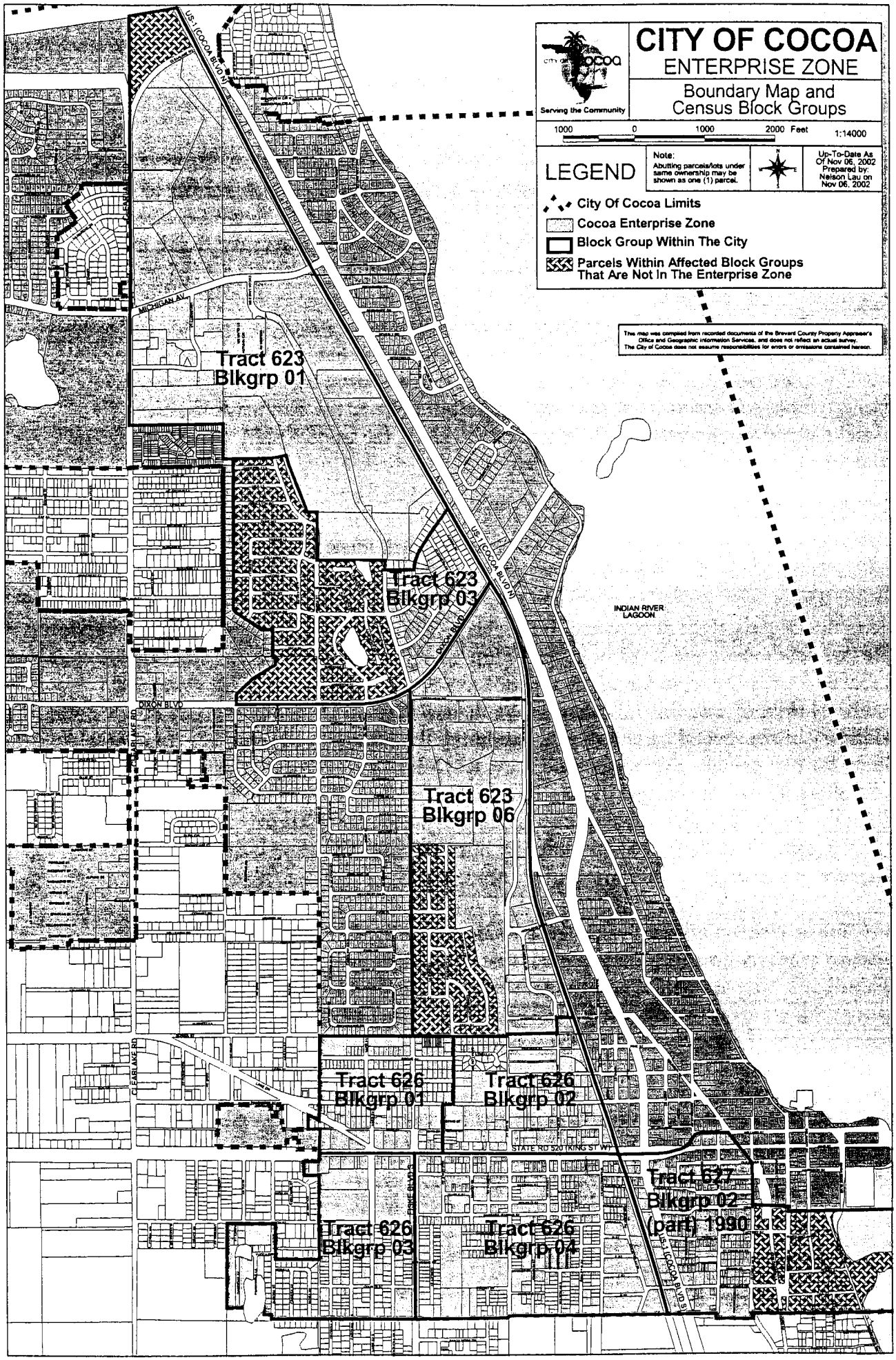

CITY OF COCOA
ENTERPRISE ZONE
Boundary Map and
Census Block Groups
Serving the Community
1000 0 1000 2000 Feet
1:14000
LEGEND
Note:
Abutting parcels/lots under same ownership may be shown as one (1) parcel.
Up-To-Date As Of Nov 06, 2002
Prepared by:
Nelson Lau on
Nov 06, 2002
City Of Cocoa Limits
Cocoa Enterprise Zone
Block Group Within The City
Parcels Within Affected Block Groups That Are Not In The Enterprise Zone
The map was compiled from recorded documents of the Brevard County Property Appraiser's Office and Geographic Information Services, and does not reflect an actual survey. The City of Cocoa does not assume responsibilities for errors or omissions contained hereon.
Tract 623 Blkgrp 01
Tract 623 Blkgrp 03
Tract 623 Blkgrp 06
Tract 626 Blkgrp 01
Tract 626 Blkgrp 02
Tract 626 Blkgrp 03
Tract 626 Blkgrp 04
Tract 627 Blkgrp 02 (part) 1990
US-1 (COCOA BLVD N)
MICHIGAN AV
DIXON BLVD
CLEARLAKE RD
PINE BLVD
STATE RD 520 (KING ST W)
INDIAN RIVER LAGOON

Exhibit "A" Revised

Commence at the intersection of Forrest Avenue and Willard Street, west along the southerly right of way line to the intersection of State Road 520, also known as King Street, and Florida East Coast Railway Co. railroad; thence north along the westerly right of way line of the FEC R.R. to State Road 3A, also known as Clearlake Road; thence southwest along the southerly right of way line on a curve to Clearlake Road traversing due south along the easterly right of way line to northern property line of Clearlake Village; thence east along the northern property lines of Clearlake Village to the eastern property line of Clearlake Village; thence south to the northern property line of a parcel located at the northern terminus of Cambridge Drive; thence east along the northerly property lines of parcels located along Vanderbilt Lane to the northeastern point of a parcel located at the terminus of Pineda Street, along the eastern side; thence southeast diagonally following the eastern property lines of parcels along Pineda Street to a point north of the intersection of Columbia Way and Pineda Street; thence east to Fiske Boulevard; thence south along the easterly right of way line to the parcel located at the northeast corner of Bristol Drive and Fiske Boulevard, thence east to Bracco Pond; thence South along the western property line of the Bracco Pond property to School Street; thence west along the southerly right of way line to Pineda Street; thence south along the easterly right of way line to Peachtree Street, proceeding south along a straight line due south along the western property line of a parcel located between Peachtree Street and Lake Drive, to the south side of Lake Drive; thence northwest along the southerly right of way line for two parcels; thence south to Ohio Street along the western boundary of the second parcel; thence east along the southerly right of way line of Ohio Street for two parcels; thence south to State Road 520, also known as King Street; thence west along the southerly right of way line for two parcels; thence south for two parcels along the western property line of said parcels to the southern property line of said parcels; thence east to the eastern property line of the second parcel; thence south to the southern property line of the first parcel located south of Holmes Street; thence west to Aurora Street along the southern property lines; thence north along the easterly right of way line to Jackson Street; thence west along the southerly right of way line to the western property line of the first parcel west of Abbey Lane; thence south to a point west of Gardenia Avenue; thence east to the western property line of a parcel located on Aurora Street; thence south along the western property line for two parcels; thence east to Aurora Street; thence south along the westerly right of way line of Aurora Street to Rosa L. Jones Drive; and thence east along the southern boundary of the jurisdictional limits of the City of Cocoa to Florida Avenue; and thence north along the westerly right of way line north to the intersection of Oleander Street and Forrest Avenue; thence northwest along the westerly right of way line of Forrest Avenue to the intersection of Willard Street and Forrest Avenue, the point of beginning.

RESOLUTION NO. 2005-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, PERTAINING TO THE FLORIDA ENTERPRISE ZONE ACT AND CHAPTER 2005-287, LAWS OF FLORIDA, REQUESTING ENTERPRISE ZONE RE-DESIGNATION; MAKING CERTAIN FINDINGS OF FACT SUPPORTING WHY THE CONDITIONS OF THE ENTERPRISE ZONE MERIT RE-DESIGNATION; FINDING THAT IT IS NECESSARY FOR THE PRIVATE SECTOR TO CONTINUE TO INVEST ITS OWN RESOURCES TO REVITALIZE THE ECONOMIC VITALITY OF THE AREA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida legislature recently adopted Chapter 2005-287, Laws of Florida, which permits the Office of Tourism, Trade, and Economic Development to re-designate state enterprise zones having an effective date on or before January 1, 2005; and

WHEREAS, the City of Cocoa desires to have its enterprise zone, more particularly described in Section 2 of this Resolution, which became effective on January 1, 2003, re-designated pursuant to Chapter 2005-287, Laws of Florida; and

WHEREAS, in order to have its enterprise zone re-designated, the City of Cocoa is required to submit to the Office of Tourism, Trade, and Economic Development an updated zone profile for the enterprise zone, a resolution passed by the City Council requesting re-designation and explaining the reasons the conditions of the zone merit re-designation, and measurable goals for the enterprise zone developed by the enterprise zone development agency; and

WHEREAS, the City Council of the City of Cocoa finds that its enterprise zone still exhibits extreme and unacceptable levels of poverty, unemployment, physical deterioration, and economic disinvestment and said area encompasses three community redevelopment areas as required by section 290.00686, Florida Statutes; and

WHEREAS, the three community redevelopment areas are the Cocoa Redevelopment Area, the Diamond Square Redevelopment Area, and the U.S. 1 Corridor Community Redevelopment Area as established in Chapter 6.5, Cocoa Code; and

WHEREAS, the City Council hereby finds each such area to still have an unacceptable amount of blight, tarnishing the image and reputation of the community in the eyes of its residents

and reduces the desirability of the community as a place to visit and live; and

WHEREAS, the City Council hereby finds that such severely distressed areas have high crime rates and provide environments detrimental to the physical and emotional health of their residents; and

WHEREAS, the City Council hereby finds that the continued revitalization and redevelopment of the City of Cocoa's existing enterprise zone for the ultimate benefit of its residents and the community as a whole is of critical importance to the individual community and to the City; and

WHEREAS, the City Council hereby finds that the resources of all levels of government are insufficient, and often inappropriate to undertake successfully the massive task of restoring the social and economic productivity of such areas; and

WHEREAS, the City Council hereby finds that the ultimate revitalization of the City of Cocoa's existing enterprise zone can occur only if the private sector can continue to be induced to invest its own resources in production enterprises that rebuild the industrial and commercial viability of the areas and provide jobs for residents of the areas; and

WHEREAS, the City Council hereby finds that in order to provide the private sector with the necessary incentives to invest in such distressed areas, governments at all levels should seek ways to relax or eliminate fiscal and regulatory constraints and should seek to identify supportive actions that facilitate business investment in such distressed areas and overcome business objections to distressed area site locations; and

WHEREAS, the City Council hereby determines that the continued rehabilitation, conservation or redevelopment of its enterprise zone is necessary in the interest of the public health, safety and welfare of the residents within the Area as well as the residents of the City as a whole; and

WHEREAS, the continued revitalization and redevelopment of the Area for the ultimate benefits of its residents as well as the community as a whole is of critical importance to the City and the surrounding area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Findings of Fact. The City Council hereby declares that the aforesaid recitals shall constitute findings of fact, duly found at a public meeting by the City Council, and demonstrate why the conditions of the City of Cocoa's existing enterprise zone merit re-designation.

Section 2. **Geographic Description of Enterprise Zone.** The City Council hereby determines that the Area shall be that portion of the City of Cocoa, Florida, generally described and depicted in Exhibit "A," which is attached hereto and fully incorporated herein by this reference.

Section 3. **Request for Re-designation.** The City Council hereby requests, pursuant to Chapter 2005-287, Laws of Florida, that the Office of Tourism, Trade, and Economic Development re-designate the City of Cocoa's enterprise zone. In addition to the City Council's passage of this Resolution, the City has completed and submitted to the Office of Tourism, Trade and Economic Development the requisite application along with an updated zone profile for the enterprise zone and measurable goals for the enterprise zone developed by the enterprise zone development agency.

Section 4. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. **Severability.** Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. **Effective Date**. This ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

RESOLVED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22 day of November, 2005.

Michael C. Blake, Mayor

ATTEST:

Joan Clark, City Clerk

Legislation Details (With Text)

File #:	16-566	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	12/9/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve a Resolution modifying the composition of the Brownfields Advisory Board; accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Committee. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-02 Brownfields.pdf 2004-001(Brownfields%20Resolution).pdf BAB Application - C.Leckey.pdf BAB Application - J.Blanchard.pdf BAB Application - S.Ginn .pdf BAB Application - E. Huy .pdf BAB Application - L. Houston.pdf BAB Application - S. Jackson.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2016
Agenda Date: January 10, 2017
Prepared By: Samia Singleton, Economic Development Specialist
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution modifying the composition of the Brownfields Advisory Board; accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Committee.

BACKGROUND:

In January 2004, the City of Cocoa City Council adopted Resolution 2004-01, designating the Cocoa Enterprise Zone and the redevelopment areas of the Cocoa, Diamond Square and US 1 Corridor CRAs as a Florida Brownfields area; establishing a Brownfields Redevelopment Program; allowing for the Cocoa Enterprise Zone Development Agency (EZDA) to also serve as the Brownfields Advisory Committee.

During the 2015 Legislative Session, the Florida Legislature did not reauthorize the Enterprise Zone

Program and it expired on December 31, 2015. Thus, the EZDA is effectively obsolete; however, the City maintains a continued need for the Brownfields Advisory Committee. In accordance with the Brownfields Redevelopment Act, Section 376.80(4), of the Florida Statutes, the City must establish an advisory committee or use an existing advisory committee to serve as the City's Brownfields Advisory Committee for the purposes of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice.

The City created and has continued to operate its local Brownfields Redevelopment Program since 2003. In 2014, the City of Cocoa was awarded a $400,000 Brownfields Grant by the U.S. Environmental Protection Agency for carrying out environmental site assessment activities. Having a City Brownfields Advisory Committee serves several purposes, one of which is to continue the public's involvement and public education on brownfields. Secondly, continuing to have a Brownfields Advisory Committee enables the City to remain compliant with the requirements of the Florida Brownfields Redevelopment Act. The new Resolution amends Resolution 2004-01 to modify the composition of the Brownfields Advisory Committee, and accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Board.

When a site is believed to be contaminated following all appropriate and requisite assessment activities by a qualified environmental contractor, the property owner may opt to participate in the Florida Voluntary Cleanup Tax Credit (VCTC) program to remediate and rehabilitate the site, in addition to participating in other relevant Florida Brownfield Program incentives.

Whether it be the City itself, or a private property owner, seeking to participate in the VCTC program to remediate and rehabilitate the site, the property owner must enter into a Brownfields Site Rehabilitation Agreements (BSRA) with the Florida Department of Environmental Protection (FDEP). The BSRA process requires local government review and approval of the proposed redevelopment and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Retaining the City's Brownfields Advisory Committee will facilitate the required local government review process of redevelopment projects associated with BSRA applications, a requirement by FDEP.

STRATEGIC PLAN CONNECTION:

This item is directly addresses the strategic issues of Economic Development and Community Development in that community redevelopment and revitalization are a principal focus to advance economic development and community development. Brownfields redevelopment strategies represent vital tools used to address issues and barriers preventing redevelopment.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

City Council adoption of Resolution 2004-01.

RECOMMENDED MOTION:

Approve a Resolution modifying the composition of the Brownfields Advisory Board; accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Committee.

RESOLUTION NO. 2017-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING RESOLUTION NO. 2004-01 TO MODIFY THE COMPOSITION OF THE CITY'S ADVISORY COMMITTEE UNDER THE BROWNFIELD REDEVELOPMENT ACT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2004-01, the City Council established a Florida Brownfields area within the jurisdictional limits of the City of Cocoa for the purpose of environmental remediation, rehabilitation and economic development; and

WHEREAS, Resolution No. 2004-01 provided that the City's Enterprise Zone Development Agency would serve as the advisory committee to address redevelopment of the Brownfields Area; and

WHEREAS, the City's Enterprise Zone recently sunset in of December 2015 and the Enterprise Zone Development Agency no longer exists; and

WHEREAS, the City Council desires to form a new Brownfield Advisory Committee to assist with the implementation of the Florida Brownfield Redevelopment Act; and

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

NOW, THEREFORE, BE IT RESOLVED 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 of the City Council of Cocoa.

Section 2. **Advisory Committee.**

(a) Pursuant to Section 2-58 of the City Code, the City Council hereby establishes a standing committee to serve as the City's Brownfields Advisory Committee ("Committee") for purposes of implementing the Committee's responsibilities under the Florida Brownfield Redevelopment Act. The Committee shall consist of a minimum of three (3) and no more than eleven (11) persons appointed by majority vote of the City Council, who should include residents within or adjacent to the brownfield area designated by Resolution No. 2004-01, businesses operating within the brownfield area, and others deemed appropriate by the City Council.

(b) As a standing committee, the Committee will not be subject to Section 2-58(f) (three year term limitation) or the residency, registered voter, or property owner eligibility requirements set forth in Section 2-58(f). Eligibility and qualifications of Committee members shall be subject only to the requirements set forth in Section 376.80(4), Florida Statutes.

(c) The Committee's responsibilities and meeting requirements shall be dictated by the requirements of the Brownfield Redevelopment Act. City staff shall coordinate and schedule all required Committee meetings and provide administrative support to the Committee to the extent necessary.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed to the extent of the conflict. Nothing herein shall be construed as repealing or terminating the brownfield areas designated by Resolution No. 2004-01.

Section 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

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

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 10th day of January, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:_____
Carie Shealy, City Clerk

RESOLUTION NO. 2004-01

A RESOLUTION OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESIGNATING COCOA'S STATE DESIGNATED ENTERPRISE ZONE AND THE REDEVELOPMENT AREAS OF THE COCOA, DIAMOND SQUARE, AND US1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCIES AS A FLORIDA BROWNFIELDS AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION, AND ECONOMIC DEVELOPMENT; ESTABLISHING A BROWNFIELDS REDEVELOPMENT PROGRAM TO IDENTIFY, CLEAN UP AND REDEVELOP BROWNFIELDS SITES; ESTABLISHING THE COCOA ENTERPRISE ZONE DEVELOPMENT AGENCY AS THE BROWNFIELDS ADVISORY COMMITTEE; AUTHORIZING THE CITY MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, brownfields are defined as sites that are generally abandoned, idled, or underutilized industrial or commercial property where expansion or redevelopment is complicated by actual or perceived environmental contamination; and

WHEREAS, the State of Florida has provided in Chapter 97-277, Laws of Florida, codified as Sections 376.77-376.84, Florida Statutes, for the designation by resolution of certain areas consisting of one or more Brownfields sites as "Brownfields Area," and for the corresponding provisions of environmental remediation, rehabilitation and economic development for such areas; and

WHEREAS, the City of Cocoa wishes to notify the Florida Department of Environmental Protection of its decision to designate its Enterprise Zone and Redevelopment Areas as a Brownfields Area for remediation, rehabilitation and economic development for the purposes set forth in Sections 376.77-376.84, Florida Statutes; and

WHEREAS, the City of Cocoa has additionally considered, and finds in the affirmative, the criteria set forth in Section 376.80(2)(a)1-4, Florida Statutes, namely: (i) whether the proposed Brownfields Area warrants economic development and has a reasonable potential for such activities, (ii) whether the Brownfields Area represents a reasonably focused approach and is not overly large in geographic coverage, (iii) whether the Brownfields Area has potential to interest the private sector in participating in remediation, rehabilitation and economic development, and (iv) whether the Brownfields Area has sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the Florida Department of Environmental Protection has assigned Brownfield Area Identification (ID) Number BF050401000, pending adoption of this resolution and notification to said agency; and

WHEREAS, pursuant to Section 376.80(4), Florida Statutes, the City is required to establish a Brownfields Advisory Committee, or use an existing advisory committee, to address redevelopment of the Brownfield Area for the purpose of improving public participation and receiving public comment on rehabilitation and redevelopment of the Brownfield Area, future land use, local employment opportunities, community safety, and environmental justice; and

WHEREAS, the procedures set forth in Section 166-041, Florida Statutes, have been followed, and proper notice has been provided in accordance with Section 376.80(1) and 166.041(3)(c)2, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

Section 1. The recitals and findings set forth in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as fully set forth in this Section.

Section 2. The area depicted on "Exhibit A," attached hereto and incorporated by reference, is hereby designated as a State of Florida Brownfields Area for environmental remediation, rehabilitation and economic development for the purposes as set forth in Sections 376.77-376.84, Florida Statutes, under the following terms and conditions:

The City of Cocoa shall be the entity responsible for the Brownfields Area remediation and rehabilitation pursuant to Section 376.80(3), Florida Statutes. However, such designation

shall not render the City of Cocoa liable for costs of site remediation, rehabilitation or source removal, as those terms are defined in Sections 376.77-376.84, Florida Statutes.

Such designation shall not render the City of Cocoa liable for the costs of site remediation, rehabilitation or source removal, as those terms are defined in Section 376.79(14) and (15), Florida Statutes, or for any other costs in excess of those attributable to the City of Cocoa's role as administrator of a Brownfields Area site remediation and rehabilitation program and as a property owner, if it owns or hereafter acquires any real property within the designated Brownfields Area.

Section 3. The City of Cocoa hereby establishes that the Cocoa Enterprise Zone Development Agency will serve as the advisory committee to address redevelopment of the Brownfields Area.

Section 4. The City of Cocoa will advise the Florida Department of Environmental Protection where there is a person who has assumed responsibility for Brownfield site rehabilitation within the designated Brownfields Area.

Section 5. The City Manager is hereby authorized to notify the Florida Department of Environmental Protection as the to the City of Cocoa's decision to designate a Brownfields Area for remediation, rehabilitation and economic development for the purposes set forth in Sections 376.77-376.84, Florida Statutes.

Section 6. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 7. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portions shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

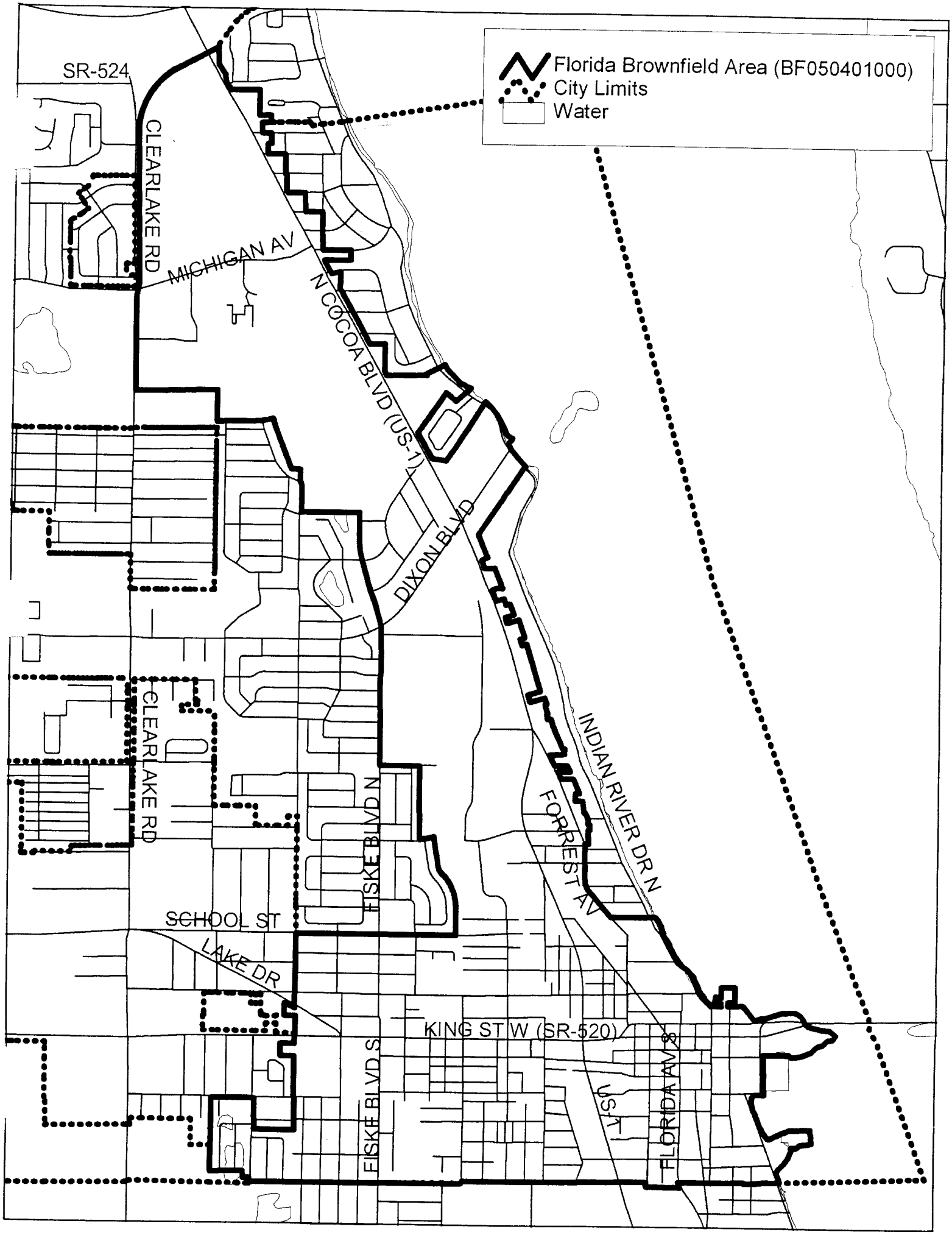
Section 8. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 13th day of January, 2004.

Judy J. Parrish, Mayor

ATTEST:

Joan Clark, CMC, City Clerk


Florida Brownfield Area (BF050401000)
City Limits
Water
SR-524
CLEARLAKE RD
MICHIGAN AV
N COCOA BLVD (US-1)
DIXON BLVD
CLEARLAKE RD
FISKE BLVD N
INDIAN RIVER DR N
FORREST AV
SCHOOL ST
LAKE DR
KING ST W (SR-520)
FISKE BLVD S
US-1
FLORIDA AVE

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: Cynthia M Leckey Application Date: December 15, 2016

Street Address, Including Zip Code: 2725 Judge Fran Jamieson Way, A-116, Viera, FL 32940

Telephones: Home: N/A Work: 321-615-9371 Pager: N/A Cell: 321-720-2575

Place of Business: Florida Department of Health - Brevard County - Environmental Health Services

Title/Position Held: Environmental Manager

Date of Birth[2] 07/18/1974

Email Address: cynthia.leckey@flhealth.gov

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
X	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	____	No	X
Do you own property or a business in Cocoa?	Yes	____	No	X
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	X

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes 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.

Employee for DOH-Brevard under Environmental Health Services for 16 years. Certified and approved to conducted well surveillance surveys for SUPER Act sites - Petroleum; Dry Cleaners, and Toxic Program

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
X Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

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: Judy A. Blanchard Application Date: 12-15-16

Street Address, Including Zip Code: 1614 Sun Gazer Drive, Rockledge 32955

Telephones: Home: 507-4790 Work: 394-0567 Pager: / Cell: 321-213-3343

Place of Business: CareerSource Brevard

Title/Position Held: Vice President

Date of Birth[2] 12-19-1959

Email Address: jblanchard@careersourcebrevard.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
X	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	___	No	✓
Do you own property or a business in Cocoa?	Yes	✓	No	___
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	___
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	___	No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Will represent Brevard's Workforce Services & Support as the VP of CareerSource Brevard. Was an active member of the Cocoa Enterprise Zone Board.

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
__X__ Caucasian

GENDER

____ Male
__X__ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, November 09, 2016 9:47 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	LaShauna
Last Name	Ginn
Application Date	11/9/2016
Address1	115 N. Indian River Drive #232
City	Cocoa
State	FL
Zip	32922
Home Phone Number	8633702708
Work Phone Number	*Field not completed.*
Cell Phone Number	8633702708
Other Phone Number	*Field not completed.*
Place of Business	Cocoa Housing Authority
Title/Position Held	Director of Development
Date of Birth*	3/4/1967
E-mail Address	shaunaginn@aol.com

RECEIVED
NOV 09 2016
OFFICE OF THE CITY CLERK

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Enterprise Zone Development Agency

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember	No

by blood, adoption, or marriage?	
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	Yes
If yes, please provide details.	Cocoa Housing Authority - Director of Development

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	My current position is related to housing and environmental work.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

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 Coçoa. 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: Elizabeth Huy Application Date: 12/27/2016

Street Address, Including Zip Code: 6525 3rd St., Suite 304

Telephones: Home: _____ Work: 321-638 2000 Pager: _____ Cell: 321-543-0288

Place of Business: EDC of Florida's Space Coast

Title/Position Held: Sr. Manager, Business Development

Date of Birth[2] 5/08/1980

Email Address: ehuy@spacecoastEDC.org

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
✓	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	____	No	✓
Do you own property or a business in Cocoa?	Yes	____	No	✓
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

Served on CEZDA previously

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.

Previously served on CEZDA, work collaboratively with city staffs and county/state officials to pursue efforts to improve business climate & bring forward resources & opportunities to support area businesses

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
✓ Native American
✓ Caucasian

GENDER

✓ Male
✓ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

RECEIVED
DEC 27 2016
OFFICE OF THE CITY CLERK

COCOA FLORIDA

RECEIVED
DEC 27 2016
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: Edward E. LANG HOUSTON Application Date: 12-23-16

Street Address, Including Zip Code: 1242 DIXON BLVD. COCOA, FL 32922

Telephones: Home: 321-632-8755 Work: 632-1007 Pager: N/A Cell: 543-0117

Place of Business: 1242 DIXON BLVD COCOA, FL 32922

Title/Position Held: OWNER

Date of Birth[2] 9-11-39

Email Address: LANGHOUSTON@CFL.RR.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
✓	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

TO MAKE COCOA A BETTER CITY FOR ALL OF US TO LIVE IN.
COCOA CITY COUNCIL (1984-1990)
CITY OF COCOA ENTERPRISE ZONE BOARD

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
✓ Native American
____ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

RECEIVED
DEC 28 2016
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: SCOTT JACKSON Application Date: 12/28/16

Street Address, Including Zip Code: 118 S INDIAN CIR, 32922

Telephones: Home: ____ Work: (321) 735-9872 Pager: ____ Cell: (321) 794-1024

Place of Business: JACKSON PRIVATE WEALTH MANAGEMENT

Title/Position Held: PRIVATE PORTFOLIO MANAGER

Date of Birth[2] 6/17/69

Email Address: ScottconradJackson@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
✓	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	____	No	✓
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____ N/A
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.

SERVED FOR ABOUT 6 YRS ON THE COCOA ENTERPRISE ZONE BOARD WHICH INCLUDED DISCUSSIONS OF THE BROWNFIELDS. AS A FINANCIAL PROFESSIONAL FOR 20 YEARS I HAVE SPENT THOUSANDS OF HOURS ANALYZING VARIOUS FINANCIAL DETAILS.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

Legislation Details (With Text)

File #:	17-23	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/3/2017			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Approve a Resolution adopting a new fee schedule for fire inspections. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017-01 Fire Inspection Fees Resolution.pdf 2017-01 Fire Inspection Fees Resolution - Exhibit A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2017
Agenda Date: January 10, 2017
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Approval of Resolution No. 2017-01 adopting a new fee schedule for fire inspections.

BACKGROUND:

The City Code of Ordinances Chapter 6, Buildings, Construction and Property Regulations, Article I. Building and Construction, Division 2, Fire Protection and Prevention, Section 208 Fire Inspection Fees allows for the City to establish a fee for periodic fire inspections and fines for non-compliance of the Florida Fire Prevention Code and City Code of Ordinances.

Maintaining a pro-active fire prevention program serves a multitude of purposes. First, it promotes the public safety, health and welfare through ensuring our local businesses and high-hazard occupancies are in compliance with the relevant and necessary fire codes, which is of paramount importance in the event of a fire or emergency. Secondly, it provides for public education to increase awareness and knowledge of fire preventative measures. Third, it promotes firefighter/fire medic safety in that for certain occupancies fire pre-planning will accelerate response time and provide response staff a better understanding of challenges associated with the structure and/or property.

The first step to further enhance the provision of high-quality fire protection and prevention services was City Council approving the hiring (during the budget process) of a fire inspector. The fire inspector position in the Fire Department will allow the City to begin conducting periodic fire inspections of existing buildings after a four-year interruption following the retirement of the former fire inspector in the Community Development Deparment. In the interim, the building inspector was

trained and certified to conduct fire plan review and inspections. However, this was limited to new construction and certain occupancy classifications, such as high-hazard occupancies. With the rebounding of the economy, the workload on the current building inspector has limited the effectiveness of ensuring pro-active fire prevention measures are performed.

The proposed fire inspection fee schedule establishes fees based on square footage only for occupancies found to be not in compliance upon the second inspection after reasonable time has been provided for the business to achieve compliance. Continued non-compliance results in an escalation of fees for and or ultimately can result in violation heard and determined by the Code Enforcement Board. The fee schedule also includes a fine for non-compliance with the established occupancy load and requires a fire inspection for new businesses and changes in occupancy.

STRATEGIC PLAN CONNECTION:

Public Safety - Life safety inspections help protect the lives of our firefighters, citizens and visitors to our community.

BUDGETARY IMPACT:

Budgeted N/A

Amount Requested $ 0
Account Number
Account Name

Source of Funds: None

PREVIOUS ACTION:

City Council approved during the budget process the fire inspector position.

RECOMMENDED MOTION:

Approval of Resolution No. 2017-01 adopting a new fee schedule for fire inspections.

RESOLUTION NO. 2017-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA ESTABLISHING AND ADOPTING FIRE INSPECTION FEES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 633.216(1) Florida Statutes, provides that the governing body a municipality that has firesafety enforcement responsibilities may provide a schedule of fees to pay only the costs of inspections conducted pursuant to such subsection and related administrative expenses; and

WHEREAS, under its broad exercise of home rule powers established by the Florida Constitution and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida is authorized to establish fee schedules; and

WHEREAS, Section 166.041(1)(b), Florida Statutes, allows the City to establish fees by resolution; and

WHEREAS, Section 6-208 of the Cocoa City Code provides that the City Council, pursuant to general law, may determine, establish and adopt by resolution any fees necessary for the administration and enforcement of the Cocoa Fire Protection and Prevention Code; and

WHEREAS, Section 6-204 of the Cocoa City Code provides that the fire chief and the building official or their designee shall be responsible for the administration and enforcement of the Cocoa Fire Protection and Prevention Code; and

WHEREAS, the fire chief has advised the City Council that it should consider establishing and adopting the fire inspection fees as provided for herein; and

WHEREAS, after careful consideration and deliberation, the City Council deems it is in the best interests of the public health, safety and welfare of its citizens to establish the fire inspection fees as set forth herein, which are hereby found to be just and equitable.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are deemed to be true and accurate and are hereby fully incorporated herein by this reference.

Section 2. Adoption of Fire Inspection Fee Schedule. The fees which are set forth in **EXHIBIT "A"**, Fire Inspection Fee Schedule, are hereby adopted by the City Council. **EXHIBIT "A"** is attached hereto and fully incorporated herein by this reference.

Section 3. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 4. Severability. Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 5. Effective Date. This Resolution has become effective immediately upon adoption of the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this _____ day of January, 2017.

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

Fire Inspection Fee Schedule

The Schedule for Fire Inspection Fees are established in accordance with City of Cocoa Code of Ordinances Chapter 6. Buildings, Construction and Property Regulations, Article I. Building and Construction, Division 2. - Fire Protection and Prevention, Section 6-208 Fire Inspection Fees.

Fire Inspections

1. Initial inspection Fee: No charge

2. First re-inspection
   a. Findings – violations found on initial inspection are brought into compliance per schedule set by Inspector – No Charge
   b. Findings - violations have not been brought into compliance – will be charged the standard fee based on the fee schedule for the size of the building, as set forth below.

3. Second re-inspections

   a. Findings – violations brought into compliance – charged the standard fee based on the fee schedule for the size of the building, as set forth below.
   b. Findings – violations have not been brought into compliance – will be charged a fee equal to twice the standard fee for the size of the building, as set forth below.

4. Additional re-inspections
   a. Findings – violations brought into compliance - will be charged a fee equal to twice the standard fee for the size of the building, as set forth below.
   b. Findings - violations have not been brought into compliance – After the 3rd re-inspection - will be charged a fee equal to twice the standard fee for the size of the building, as set forth below, or referred to the Code Enforcement Board, as determined by the authority having jurisdiction (the City).

5. Inspection fee per square footage of inspected structure:

Up to 3,000	$50.00
3,000 to 5,000	$60.00
5,001 to 10,000	$70.00
10,001 to 25,000	$80.00
25,001 to 50,000	$90.00
50,001 to 75,000	$100.00
75,001 to 100,000	$125.00
100,001 to 125,000	$150.00

125,001 to 150,000	$175.00
150,001 to 175,000	$200.00
175,001 to 200,000	$225.00
200,001 and up	$250.00

Plus $25.00 an hour after 4 hours

Local Business Tax Receipt

1. New applications or applications indicating a change in occupancy or business owners will require a fire inspection before the receipt is issued.

Occupancy Permits

1. All permits for new occupancies will have a fire inspection prior to the permit being issued.
   a. The fire inspection fee for new occupancy permits is $25.00.

Life Safety Occupancy Load Signs

1. All buildings that are considered an assembly per NFPA 1 shall have a Life Safety Occupancy Load Sign posted at all times. Life Safety Occupancy Load Signs shall be issued jointly by the Building Official and Fire Chief.

2. Business owners or their representatives are responsible for ensuring the Life Safety Occupancy Load Sign is posted and shall keep an accurate count of the number of persons in their building at all times.

   a. Finding – No sign posted - Fine $50.00
   b. Not in compliance with occupancy load requirement for either the building or section of the building – Fine $100.00 plus must be brought into immediate compliance with occupancy load requirement.
   c. Repeated violations – will be charged a fine equal to twice the fine in 2.b., directly above, for each occurrence, plus must be brought into immediate compliance with the occupancy load requirement.

Legislation Details (With Text)

File #:	17-20	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	12/28/2016		**In control:**	City Council	
On agenda:	1/10/2017		**Final action:**		
Title:	Approve a multi-year Agreement with MCCi LLC, for Laserfiche software and support services retroactive to October 12, 2015 for an amount not to exceed $35,000 annually; Authorize the City Manager and City Attorney to finalize and approved the agreement consistent with this agenda item. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10_12_15 Agreement for Laserfiche.pdf CocoaFLSupportw_LAS1 Proposal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2016
Agenda Date: January 10, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich Jr., ICMA-CM, AICP
Requested Action:
To approve a multi-year Agreement with MCCi LLC, for Laserfiche software and support services retroactive to October 12th 2015 for an amount not to exceed $35,000 annually; authorize the City Manager and City Attorney to finalize and approved the agreement consistent with this agenda item.

BACKGROUND:

On January 30th 2007 the City entered into an Agreement with MCCi LLC for MuniScan services as well as Laserfiche Software in order to convert existing paper files to electronic documents and establish an electronic records management system. The Agreement was for a period of three (3) years with automatic renewals annually until either party cancels the terms of the Agreement. MCCi LLC is a value added reseller (VAR) and industry leader in selling and supporting Laserfiche software. MCCi LLC provides the City with the software annually as well as software updates, phone and email technical support, 24 hour website access and technical bulletins and newsletters.

In 2007, the MuniScan services were utilized on a project basis to scan and convert large quantities of existing paper media (microfilm, large format plans, etc.) to electronic format. The converted documents were then stored in Laserfiche for retrieval through indexing. The City has maintained the Laserfiche document management system since and relies on the storage and file organization for many City functions (financial, personnel, contracts, site plans, etc.) to include public records.

For Fiscal Year 2016 the City budgeted for an upgrade of the Laserfiche software to Laserfiche RIO to provide substantial business process improvement through unlimited Laserfiche storage servers, workflow, web access, digital signatures, advanced audit trail, snapshot and email functions. In the Fiscal Year 2017 annual purchasing approval process it was learned there was a staff oversight when the Laserfiche RIO Agreement was signed. The upgrade Agreement signed by staff in October of 2015 engaged a new three (3) year term and may be renewed for an additional one (1) year term upon mutual written consent of the parties. The Agreement was not taken before City Council for review and approval prior to staff signature.

The annual Agreement cost contains 50 RIO Pilot licenses at a cost of $175.35 each. If additional licenses are deemed necessary, they will be added during the Agreement and the cost will be reflected in the subsequent annual Agreement. City staff is requesting approval for an amount not to exceed $35,000 to provide for additional users as the new software may warrant additional users. If the annual Agreement exceeds $35,000 City staff will return an agenda item for City Council consideration.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability:
Goal 3: Continuously increase organizational efficiency and effectiveness.
Objective 3.1(c)- Evaluate internal processes to achieve maximum efficiency and effectiveness.

BUDGETARY IMPACT:

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

Amount Requested	$30,019.45
Account Number	001-1103-516.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

Staff signed the Laserfiche RIO upgrade Agreement on October 12th 2015.

RECOMMENDED MOTION:

To approve a multi-year Agreement with MCCi LLC, for Laserfiche software and support services retroactive to October 12th 2015 for an amount not to exceed $35,000 annually; authorize the City Manager and City Attorney to finalize and approved the agreement consistent with this agenda item.

AGREEMENT FOR LASERFICHE

SOFTWARE AND SERVICES

THIS AGREEMENT FOR LASERFICHE SOFTWARE AND SERVICES ("**Agreement**") is made and entered into this 12th day of October, 2015, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, located at 65 Stone Street, Cocoa 32922 ("**City**" or "**Client**" or "**Customer**") and **MCCi LLC,** a Florida limited liability company, which is duly organized and existing under the laws of the State of Florida, located at 1958 Commonwealth Lane, Tallahassee, Florida 32303 ("**MCCi**").

I. SERVICES AND COMPENSATION

MCCi shall provide Laserfiche Software & Services as set forth in "**Exhibit A**", attached hereto and incorporated herein by this reference. Additionally, MCCi and the City agree to the following additional terms and conditions.

II. LASERFICHE SOFTWARE UPGRADE

When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original software purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products. To receive software credit for prior versions of software, the client must have an active LSAP (support/maintenance, that has not expired).

III. SOFTWARE ASSURANCE PLAN (SAP)

MCCI is your VAR of Record therefore is the sole provider of additional Laserfiche Software and your Laserfiche Software Assurance Plan renewals. Software Support is provided by MCCi and the manufacturer. MCCi acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCi's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. With prior written notice to City, adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price

increase. Annual support payment is due within thirty days of City's receipt of invoice. Reinstatement fees may apply if payment is received more than 30 days after the date of renewal. Any updates requiring shipment of software require City to pay shipping costs.

Customer may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 5:00 p.m. local time in the Continental U.S. .

IV. LASERFICHE RIO SHARED SERVICES PROVISIONS

The host entity is the owner of the Laserfiche licensing and registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform, and for being the main point of contact for support provided through MCCi.

V. SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

VI. MCCi SOFTWARE CUSTOMIZATIONS

The customer may elect to contract with MCCi to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCi, may have an effect on customizations made to the software by MCCi. MCCi will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCi's customizations.

VII. TEST/EVALUATION SOFTWARE

Purchases of test and/or evaluation software are based on access time periods needed rather than perpetual software licensing.

VIII. CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the client, appropriate charges will apply.

IX. CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCi to excel in customer service, the Client must provide timely access to technical resources. The Client must provide adequate technical support for all MCCi installation and support services.

X. SOFTWARE INSTALLATION

MCCi will install all software outlined herein. If additional software is needed to bring the site up to specifications, City will be notified by MCCi in advance that such software is needed. Upon prior written approval by the City of any additional software and costs associated therewith, City will be provided with such additional software and billed accordingly.

XI. SITE PREPARATION

The City's site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the City may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., as evidenced by receipts and other appropriate documentation.

XII. ADDITIONAL OPTIONAL SERVICES

As an additional, optional service/product under this contract, MCC and MCCi is able to provide the following upon request:

- Electronic Agenda and Legislative Management (Legistar). MCCi offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau. MCCi offers scanning, indexing and integration of hard copy documents, microfilm/microfiche, with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Contract Management Software (Contract Assistant). MCCi offers the Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.
- Open Records Request Solution (JustFOIA). MCCi offers its JustFOIA solution to help agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MuniBills). MCCAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

XIII. AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCi agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this Agreement shall be the sole responsibility of the government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another government agency.

XIV. TRAVEL EXPENSES

If the City cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc., as evidenced by receipts and other appropriate documentation.

XV. LIMITED LIABILITY

In no event shall MCCi's total liability to the client exceed two (2) times the project fees paid to MCCi by the client.

XVI. CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

XVII. NO HIRE CLAUSE

Client and MCCi agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, Client will not actively recruit or solicit employees of MCCi, or the employees of any of the other subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

XVIII. TERM OF AGREEMENT AND TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement may be renewed for additional one year term upon mutual written consent of the parties. Either party may terminate this agreement, with or without cause and without penalty, upon thirty (30) days' written notice.

XIX. GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

XX. HEADINGS

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

XXI. SEVERABILITY

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 be fully enforceable.

XXII. WAIVER AND ELECTION OF REMEDIES

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

No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

XXIII. THIRD PARTY RIGHTS

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

XXIV. ENTIRE AGREEMENT

This Agreement, including any Exhibits attached hereto, constitute the entire agreement between City and MCCi with respect to the Services specified and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded.

XXV. NO JOINT VENTURE.

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XXVI. ATTORNEY'S FEES.

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 attorney's fees, whether at settlement, trial or on appeal.

XXVII. COUNTERPARTS.

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.

XXVIII. NOTICE

For MCCi:
Contracting Firm: MCCi
Address: PO Box 2235
Tallahassee, Florida 32316
Attention: Logan Di Liello,
Senior Account Executive
Phone: (850) 408-5433
Fax: (850)564-7496
logan@mccinnovations.com

For City:
City of Cocoa
Attention: John Titkanich, City Manager
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8590
Fax: (321) 433-8598

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

XXIX. SOVEREIGN IMMUNITY

Nothing contained in this Agreement will be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. City will not be liable under this Agreement for punitive damages or interest for the period before judgment. City will not be liable for any claim or judgment 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 three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this Agreement.

XXX. CORPORATE REPRESENTATIONS BY MCCi.

MCCi represents and warrants to the City the following:

The undersigned representative of MCCi has the power, authority, and legal right to execute and deliver this Agreement on behalf of MCCi.

XXXI. INDEMNIFICATION

MCCi shall indemnify and hold harmless the City, its officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of MCCi and persons employed or utilized by MCCi in the performance of this Agreement or for breach of this Agreement.

The indemnification provided above shall obligate MCCi to defend at 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 officers, employees, and city atto
rneys which may be covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

XXXII. ASSIGNMENT

Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations or interest herein without the prior written consent of the other party.

XXXIII. PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, MCCi agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. MCCi agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. MCCi also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. MCCi shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, MCCi shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the MCCi upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If MCCi does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that MCCi fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to MCCi's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from MCCi prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against MCCi. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of MCCi's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

XXXIV. INSURANCE

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

a. MCCi shall maintain comprehensive general liability insurance in the minimum amount of $500,000 as the combined single limit for each occurrence to protect MCCi 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 MCCi or by anyone directly employed by or contracting with the MCCi. **The City shall be an additional named insured on the insurance policies required under this subparagraph (a).**

b. MCCi 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.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

MCCI, LLC
a Florida limited liability company.

By: _____

Donny Barstow – President

Print Name/Title

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of OCTOBER, 2015, by DONNY BARSTOW, as PRESIDENT of **MCCI, LLC.**, a Florida limited liability company, [X] who is personally known to me or [ ] who has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida
My commission expires: 6/21/2018

CHRISTIE B. DAVIS
MY COMMISSION # FF 127279
EXPIRES: June 21, 2018
Bonded Thru Notary Public Underwriters

CITY OF COCOA, FLORIDA:

_____
John Titkanich, City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

EXHIBIT "A"

Support Quote

PRICING PROPOSAL

PO Box 2235
Tallahassee, FL 32316
850.701.0725
850.564.7496 fax

Complete and return to:
finance@mccinnovations.com

Client Name: Cocoa, FL **Order Date: November 03, 2016**

	Product Description:	*Qty.*	*Cost*	*Total*
	ANNUAL SOFTWARE SUPPORT - BASIC LSAP			
☑	Integration Express-HTE	1	$525.00	$525.00
☑	Rio Pilot 50-99 Users *Includes Unlimited Laserfiche Servers, Workflow, WebAccess (includes SharePoint integration web parts & WebAccess Light), Digital Signatures, Advanced Audit Trail, Snapshot, and Email*	50	$175.35	$8,767.50
☑	Plus for Publishing *Royalty-free distribution of published media*	1	$1,680.00	$1,680.00
☑	Import Agent for Rio	1	$315.00	$315.00
☑	LF Scanconnect for Rio 10-pack	1	$193.20	$193.20
☑	Pilot Public Portal *Includes Weblink software and 25 Weblink-only retrieval connections.* *Laserfiche Managed Services needs are estimated based on the current software components provided herein: up to 30 hours.*	1	$5,250.00	$5,250.00
☑	Laserfiche Administration Services *Laserfiche Administration Services needs are estimated based on the current software components provided herein: up to 37.5 hours.*	1	$5,568.75	$5,568.75
☑	Training Center 50-99 Users	1	$3,920.00	$3,920.00
☑	MCCi SLA 50-100 Laserfiche Users	1	$3,800.00	$3,800.00
	Annual Support Total			***$30,019.45***

For budgetary purposes, the Client should include $30,019.45 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCi's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.

All Quotes Expire in 30 Days

This completed form will constitute as an order and will be in accordance with the terms and conditions of the existing contract between MCCi and the Client. Pricing is valid for 30 days from date appearing on this order. MCCi will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Note: MCCi will prorate the support of this additional software to be congruent with your current Laserfiche system's support (LSAP) dates, the purpose of which is to align all software with one support date so maintenance of your account is made easy. MCCi will bill for the actual amount of support, which may be higher or lower than quoted. To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount. Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a $50 additional charge. This will need to be requested.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Manager's role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- ***Case Studies*** – MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- ***Support Center*** – This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- ***Webinars*** – MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- ***Seminars*** – MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- ***User Groups*** – MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The **Laserfiche Software Assurance Plan (LSAP)** helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 1st Tier Support from MCCi to resolve Laserfiche software errors
- 100% upgrade credit for your existing software (in the event of a platform upgrade)

- 24 hour FTP and Laserfiche support website for downloading free Laserfiche software updates
- Technical bulletins and newsletters

PROFESSIONAL SERVICES & SUBSCRIPTION ANNUAL PACKAGES

To determine which services/subscriptions are included with your project, please refer to the Pricing Proposal above.

TRAINING CENTER

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 325 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

MCCi Managed Services or MCCi Laserfiche Administration Services are strongly encouraged to be included with every support renewal.

Description	*Managed Services*	*Laserfiche Administration Services- Level 1*	*Laserfiche Administration Services- Level 2*
Additional Training	X	X	X
Additional System Set Up Consultation	X	X	X
Remote Implementation of Software Updates	X	X	X
Annual review of administration settings	X	X	X
Remote Access Support	X	X	X
First Priority Offering of Laserfiche CPPs & Laserfiche Conference spots	X	X	X
Dedicated Laserfiche Certified Professional		X	X
Laserfiche Administration configuration services		X	X
Configuration and maintenance of BASIC business processes utilizing Laserfiche Forms and Laserfiche Workflow		X	X
Configuration of Quick Fields sessions using purchased features		X	X
Basic Records Management Module Overview Training		X	X
Scheduled recurring consultation call upon Client's request		X	X

Maintenance of existing middleware/configurable integrations		x	x
Maintenance of MCCi/Client configured COMPLEX business processes			x
Annual Review of business process configurations			x
Roll-out Assistance for Initial/Additional COMPLEX business processes			x

Definitions & Examples:

A BUSINESS PROCESS is an activity or set of activities that will accomplish a specific organizational goal. This could include a Workflow, Forms process or Quick Fields session that automates/streamlines an organization-specific process.

BASIC is defined as a business process requiring minimal configuration, and virtually no discovery or institutional/process knowledge, in regards to a MCCi LF Certified Professional being able to assist with configuration, support, and maintenance of the process. Examples: Filing workflows, simple Laserfiche Forms with few routing steps, or approval/notification workflows that have minimal steps, no integration, and little to no database lookup requirements.

COMPLEX is defined as a large business process with extensive configuration that is absolutely mission critical to the organization. An example might be a large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's LF Certified Professional to have institutional/process knowledge in regards to the configuration of the process.

Use of time: MCCi allows clients to use the time allotted for a multitude of services as long as a request will not start a service that cannot be completed within the time remaining. None of the packages listed above are intended to be utilized for configuration of a new COMPLEX business process. In those instances, a separate SOW is required.

MANAGED SERVICES

MCCi's Managed Services package provides ongoing additional training and assistance to a client's Laserfiche administrator and users. Pricing is based on MCCi's Managed Service hourly rate discounted by 10% through purchasing an advanced block of services per year based on the products purchased. MCCi Managed Services is an annual package and will expire on the same date as your SAP plan. Managed Services can be used for the following professional services/benefits:

- **Additional Training** – additional training via web conferencing can be conducted to train new users on the use of the system or as refresher training for existing users.
- **Additional System Set Up Consultation** – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of documents, etc. to your current system.
- **Remote Implementation of Software Updates** – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software

upgrades may or may not be covered and should be discussed with your Account Management Team.

- **Annual System Review & Analysis** – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- **Remote Access Support** – Remote Access Support allows our help desk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays of resolving software issues without costly on-site visits.
- **Laserfiche Certifications** – First priority offering of complimentary Laserfiche certifications on an as available basis.
- **Laserfiche Conference Registration –** First priority offering of complimentary Laserfiche Annual Conference registration on an as available basis.

**Please see our Workflow Configuration Training section for information on Workflow Managed Services.*

LASERFICHE ADMINISTRATION SERVICES

MCCi's Laserfiche Administration Services package is for clients who need a Laserfiche administrator, or additional Laserfiche administration/implementation services. It includes everything listed in the Managed Services package above as well as the additional items listed below. Pricing is based on MCCi's System Engineer hourly rate discounted by 10% through purchasing an advanced block of services per year, based on the products purchased. MCCi's Laserfiche Administration Services is an annual package and will expire on the same date as your SAP plan.

LASERFICHE ADMINISTRATION SERVICES- LEVEL 1

- **Dedicated Laserfiche Certified Professional**
- **Laserfiche Administration configuration services –** Setting up users, metadata, security, etc.
- **Configuration and maintenance of BASIC business processes utilizing Laserfiche Forms and Workflow**
- **Configuration of Quick Fields sessions using purchased features –** Excludes custom scripting, custom calculations, etc.
- **Basic Records Management Module Overview Training**
- **Scheduled recurring consultation calls upon Client's request**
- **Maintenance of existing middleware/configurable integrations –** Does not include maintenance of custom built integrations.

LASERFICHE ADMINISTRATION SERVICES- LEVEL 2

Level 2 includes the benefits of Level 1 but in addition provides the ability for MCCi to maintain more COMPLEX business processes, which requires knowledge transfer and maintenance of that knowledge.

- **Maintenance of MCCi/Client configured COMPLEX business processes –** If MCCi has provided configurations through our Business Process Configuration service, these can be maintained. For example: minor tweaks, updates due to upgrades, process improvements, etc. If the client has configured business processes, MCCi can maintain these. For example, minor tweaks, updates due to upgrades, process improvements, etc.
- **Annual Review of business process configurations**
- **Roll-out Assistance for Initial/Additional COMPLEX business processes –** Whether you are implementing a new process or MCCi is assisting, the LAS representative can be available to assist with roll out.

Client Responsibilities

- Configuration and maintenance of backups
- Configuration of any general network, security, or operating system settings outside of Laserfiche
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or 3rd party) for MCCi to work with as necessary
- Create/Provide process diagrams (and any other necessary paperwork/examples).
- Providing remote access capabilities as needed. Client also agrees to be present and monitor MCCi technical resources during any configuration changes. If the client requests MCCi to have unattended access, the client assumes all responsibility for the related remote access session(s). If the client requests MCCi to have unattended access and security access is a point of concern, Client will work with MCCi representative to set up user profiles, user tags, etc. to allow this access.

**For more complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive.*

Legislation Details (With Text)

File #:	16-555	**Version:**	1	**Name:**	November, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/30/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 11/30/2016.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 11.30.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 1, 2016
Agenda Date:	January 10, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 11/30/2016**.**

BACKGROUND:

The following reports for the period October 01, 2016 through November 30, 2016 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-16 thru 11-30-16

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 24

City Manager = 14

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-16 thru 11-30-16
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Asociates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP

14 Purchase Order Approved by City Manager

Prepared by Purchasing 11/30/2016

Purchase Order Approvals 10-01-16 thru 11-30-16
$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 11/30/2016

Purchase Order Approvals 10-01-16 thru 11-30-16
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 11/30/2016

Legislation Details (With Text)

File #:	16-570	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/14/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for November 2016. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Copy of Cocoa November 2016 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2016
Agenda Date: January 10, 2017
Prepared By: Patricia Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for November 2016

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of November, there were 502 usage encounters with a total of 366 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 49 chronic diseases identified

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information Only

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**7,300**	**611**	**472**	**139**	**400**	**252**	**375**	**655**	**307**	**82**		**1,202**	**1,492**	**563**	**700**	**6,008**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Total	**460**				**27**	**11**	**6**	**42**	**16**	**1**		**76**	**33**	**26**	**143**	**295**

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-578	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/16/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report November 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2016
Agenda Date: January 10, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, 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 November 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2017 Budget by Classification Report - Summary Listing

Through 11/30/2016

Target for November is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 813,215.70	$ 6,238,900.30	12%
OTHER PERMITS AND FEES	$ 3,412,358		$ 403,575.64	$ 3,008,782.36	12%
INTERGOVERNMENTAL	$ 3,228,830		$ 3,054.84	$ 3,225,775.16	0%
CHARGES FOR SERVICES	$ 11,159,533		$ 1,656,170.43	$ 9,503,362.57	15%
FINES AND FORFEITURES	$ 24,000		$ 1,944.02	$ 22,055.98	8%
MISCELLANEOUS	$ 803,618		$ 98,465.30	$ 705,152.70	12%
OTHER SOURCES (NON-REVENUE)	$ 11,691,203		$ 10,452,135.10	$ 1,239,067.90	89%
REVENUE TOTALS	**$ 37,371,658**		**$ 13,428,561.03**	**$ 23,943,096.97**	**36%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,935,432	$ 7,126.20	$ 2,799,232.34	$ 18,129,073.46	13%
OPERATING EXPENDITURES	$ 10,532,397	$ 2,993,994.88	$ 1,154,706.29	$ 6,383,695.83	39%
CAPITAL OUTLAY	$ 3,838,476	$ 1,782,233.80	$ 181,421.42	$ 1,874,820.78	51%
GRANTS, AIDS AND OTHER	$ 2,065,353	$ -	$ 9,928,053.34	$ (7,862,700.34)	481%
EXPENSE TOTALS	**$ 37,371,658**	**$ 4,783,354.88**	**$ 14,063,413.39**	**$ 18,524,889.73**	50%
REVENUE TOTALS	**$ 37,371,658**	**$ -**	**$ 13,428,561.03**	**$ 23,943,096.97**	**36%**
EXPENSE TOTALS	**$ 37,371,658**	**$ 4,783,354.88**	**$ 14,063,413.39**	**$ 18,524,889.73**	**50%**
	$ -	**$ (4,783,354.88)**	**$ (634,852.36)**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT 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	405,810	635,133.26	157	811,620	635,133.26	78	4,869,722	4,234,588.74
20	00	DELINQUENT TAXES	1,250	1,407.63	113	2,500	1,407.63	56	15,000	13,592.37
25	00	PENALTIES RE: TAXES	416	1,708.34	411	832	1,708.34	205	5,000	3,291.66
30	00	TAX CERTIFICATES	16,666	.00		33,332	.00		200,000	200,000.00
311	**	AD VALOREM	424,142	638,249.23	151	848,284	638,249.23	75	5,089,722	4,451,472.77
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,166	.00		58,332	.00		350,000	350,000.00
312	**	SALES USE AND FUEL TAXES	29,166	.00		58,332	.00		350,000	350,000.00
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	109,359.88	133	164,804	77,864.88	47	988,824	910,959.12
40	00	GAS	1,722	1,111.49	65	3,444	84.49	3	20,673	20,588.51
80	00	PROPANE	969	2,840.69	293	1,938	2,497.69	129	11,639	9,141.31
314	**	UTILITY SERVICE TAX	85,093	113,312.06	133	170,186	80,447.06	47	1,021,136	940,688.94
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,104	19,895.00-	57	70,208	39,790.00-	57	421,258	461,048.00
315	**	COMMUNICATION SERVICE TAX	35,104	19,895.00-	57	70,208	39,790.00-	57	421,258	461,048.00
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	6,037.41	43	28,332	134,309.41	474	170,000	35,690.59
316	**	LOCAL BUSINESS TAX	14,166	6,037.41	43	28,332	134,309.41	474	170,000	35,690.59
310	***	TAXES	587,671	737,703.70	126	1,175,342	813,215.70✓	69	7,052,116✓	6,238,900.30✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,833	93,569.54	449	41,666	101,114.79	243	250,000	148,885.21
10	00	TRAINING SURCHARGE	58	.00		116	96.65	83	700	603.35
322	**	BUILDING PERMITS	20,891	93,569.54	448	41,782	101,211.44	242	250,700	149,488.56
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,587	31,307.00-	47	133,174	62,614.00-	47	799,054	861,668.00
40	00	GAS	1,846	942.35	51	3,692	598.65-	16	22,158	22,756.65
70	00	SOLID WASTE	14,703	15,166.04	103	29,406	30,325.69	103	176,446	146,120.31
323	**	FRANCHISE FEES	83,136	15,198.61-	18	166,272	32,886.96-	20	997,658	1,030,544.96
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	332,315.33	200	332,500	332,508.90	100	1,995,000	1,662,491.10

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	02	DELINQUENT TAX	666	.00		1,332	.00		8,000	8,000.00
12	03	PENALTIES	83	50.55	61	166	50.55	31	1,000	949.45
12	04	TAX CERTIFICATES	12,500	.00		25,000	.00		150,000	150,000.00
12	*	SERVICE	179,499	332,365.88	185	358,998	332,559.45	93	2,154,000	1,821,440.55
325	**	SPECIAL ASSESSMENT	179,499	332,365.88	185	358,998	332,559.45	93	2,154,000	1,821,440.55
329		OTHER PERMITS & FEES								
00	00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10	00	REPOSITORY FEES	0	.00		0	.00		0	.00
20	00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25	00	PLANNING AND ZONING	833	866.71	104	1,666	2,691.71	162	10,000	7,308.29
30	00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329	**	OTHER PERMITS & FEES	833	866.71	104	1,666	2,691.71	162	10,000	7,308.29
320	***	OTHER PERMITS & FEES	284,359	411,603.52	145	568,718	403,575.64	71	3,412,358	3,008,782.36
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
10	02	BROWNFIELDS REDEVELOP PR	20,833	.00		41,666	.00		250,000	250,000.00
10	03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10	*	GENERAL GOVERNMENT	20,833	.00		41,666	.00		250,000	250,000.00
20	01	RES OFFCR - CTY CONTRACT	2,650	.00		5,300	.00		31,800	31,800.00
20	05	JAG GRANT	1,915	.00		3,830	.00		22,980	22,980.00
20	09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20	10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20	12	BULLET PROOF GRANT	1,024	.00		2,048	.00		12,298	12,298.00
20	13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20	14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20	15	VICTIMS OF CRIME ACT GRNT	5,126	.00		10,252	.00		61,516	61,516.00
20	*	PUBLIC SAFETY	10,715	.00		21,430	.00		128,594	128,594.00
30	01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39	10	FED GRANT -TRANSPORTATION	76,083	.00		152,166	.00		913,000	913,000.00
50	01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	107,631	.00		215,262	.00		1,291,594	1,291,594.00
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	2,916	.00		5,832	.00		35,000	35,000.00
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		5,832	.00		35,000	35,000.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61 10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90 30	HISTORIC PRESERVATION GRT	21,271	.00		42,542	.00		255,256	255,256.00
334 **	STATE GRANT	21,271	.00		42,542	.00		255,256	255,256.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	38,805	.00		77,610	.00		465,670	465,670.00
12 20	8TH CNT MUNICIPAL GAS TAX	12,156	.00		24,312	.00		145,873	145,873.00
12 *	STATE REVENUE SHARING	50,961	.00		101,922	.00		611,543	611,543.00
14 00	MOBILE HOME LICENSES	1,666	2,787.47	167	3,332	3,054.84	92	20,000	16,945.16
15 00	ALCOHOLIC BEVERAGE	1,809	.00		3,618	.00		21,717	21,717.00
18 00	LOCAL GOVERNMENT 1/2 CENT	80,848	.00		161,696	.00		970,178	970,178.00
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,961	.00		3,922	.00		23,542	23,542.00
335 **	STATE SHARED REVENUES	137,245	2,787.47	2	274,490	3,054.84	1	1,646,980	1,643,925.16
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	269,063	2,787.47	1	538,126	3,054.84	1	3,228,830	3,225,775.16
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00

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								
341	GENERAL GOVERNMENT								
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,865	447,866.00	100	895,730	895,732.00	100	5,374,389	4,478,657.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	14,820	14,822.00	100	88,927	74,105.00
40 00	CERTIFY/COPY/SEARCH	8,333	7,778.11	93	16,666	8,013.62	48	100,000	91,986.38
90 12	PASSPORT EXECUTION FEES	863	650.00	75	1,726	850.00	49	10,356	9,506.00
341 **	GENERAL GOVERNMENT	464,471	463,705.11	100	928,942	919,417.62	99	5,573,672	4,654,254.38
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
90 01	FALSE ALARM FEES	833	1,800.00	216	1,666	3,300.00	198	10,000	6,700.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	1,800.00	216	1,666	3,300.00	198	10,000	6,700.00
342 **	PUBLIC SAFETY	833	1,800.00	216	1,666	3,300.00	198	10,000	6,700.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	.00		67,148	.00		402,888	402,888.00
37 11	ROCKLEDGE	21,209	21,609.84	102	42,418	21,609.84	51	254,510	232,900.16
37 12	SUN LAKE	279	280.34	101	558	280.34	50	3,357	3,076.66
37 13	COLONY PARK	150	.00		300	.00		1,810	1,810.00
37 16	COCOA BEACH	8,758	8,731.04	100	17,516	8,731.04	50	105,101	96,369.96
37 17	CAPE CANAVERAL	7,230	7,213.81	100	14,460	7,213.81	50	86,760	79,546.19
37 18	TITUSVILLE	315	329.66	105	630	329.66	52	3,783	3,453.34
37 *	WATER BILLING SERVICES	71,515	38,164.69	53	143,030	38,164.69	27	858,209	820,044.31
39 01	SERVICE CHARGES	33,333	21,252.40	64	66,666	49,276.20	74	400,000	350,723.80
39 03	ADMIN CHARGES	35,833	30,180.00	84	71,666	59,335.00	83	430,000	370,665.00
39 04	PENALTIES	75,000	44,648.76	60	150,000	122,248.99	82	900,000	777,751.01
39 05	NSF CHECKS	2,916	3,327.50	114	5,832	6,380.41	109	35,000	28,619.59
39 *	WATER OTHER INCOME	147,082	99,408.66	68	294,164	237,240.60	81	1,765,000	1,527,759.40
41 10	GARBAGE REVENUES	177,823	171,937.29	97	355,646	346,395.49	97	2,133,878	1,787,482.51
41 20	RECYCLING REVENUE	17,692	17,844.55	101	35,384	34,961.80	99	212,309	177,347.20
41 30	GREEN WASTE	15,130	15,067.26	100	30,260	29,562.61	98	181,563	152,000.39
41 *	GARBAGE COLLECTION	210,645	204,849.10	97	421,290	410,919.90	98	2,527,750	2,116,830.10
45 10	BILLING FEE - WEST WASTE	8,058	8,059.80	100	16,116	8,059.80	50	96,697	88,637.20
45 20	SALE - RECYCLING MATERIAL	83	.00		166	.00		1,000	1,000.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,141	8,059.80	99	16,282	8,059.80	50	97,697	89,637.20
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		8,722	.00		52,336	52,336.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		16,728	.00		100,369	100,369.00
90 *	OTHER PHYSICAL ENVIRON	12,725	.00		25,450	.00		152,705	152,705.00
343 **	PHYSICAL ENVIRONMENT	450,108	350,482.25	78	900,216	694,384.99	77	5,401,361	4,706,976.01
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	4,806.60	96	10,000	15,373.64	154	60,000	44,626.36
39 11	TENANT MAINTENANCE FEES	166	163.80	99	332	243.52	73	2,000	1,756.48
39 20	COCOA CIVIC CENTER	4,583	5,559.69	121	9,166	16,238.27	177	55,000	38,761.73
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	3,354.42	237	2,832	4,965.95	175	17,000	12,034.05
39 *	OTHER CULTURAL SERVICES	11,165	13,884.51	124	22,330	36,821.38	165	134,000	97,178.62
40 01	COCOA VILLAGE 10% GROSS	2,083	200.00	10	4,166	250.00	6	25,000	24,750.00
40 05	PERMIT FEES	208	223.00	107	416	876.75	211	2,500	1,623.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	423.00	19	4,582	1,126.75	25	27,500	26,373.25
50 10	EVENT FEES	833	497.64	60	1,666	1,119.69	67	10,000	8,880.31
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	.00		500	.00		3,000	3,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	497.64	46	2,166	1,119.69	52	13,000	11,880.31
347 **	CULTURE/RECREATION	14,539	14,805.15	102	29,078	39,067.82	134	174,500	135,432.18
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349 **	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
349	OTHER CHARGES FOR SERVICE								
340 ***	CHARGES FOR SERVICES	929,951	830,792.51	89	1,859,902	1,656,170.43	89	11,159,533	9,503,362.57
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50 00	800 MHZ FINES	0	.00		0	.00		0	.00
90 00	OTHER	2,000	1,944.02	97	4,000	1,944.02	49	24,000	22,055.98
351 **	JUDGMENTS AND FINES	2,000	1,944.02	97	4,000	1,944.02	49	24,000	22,055.98
354	LOCAL ORDINANCE VIOLATION								
00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354 **	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355	FEDERAL								
00 00	FEDERAL	0	.00		0	.00		0	.00
355 **	FEDERAL	0	.00		0	.00		0	.00
356	STATE								
00 00	STATE	0	.00		0	.00		0	.00
356 **	STATE	0	.00		0	.00		0	.00
350 ***	FINES AND FORFEITURES	2,000	1,944.02	97	4,000	1,944.02	49	24,000	22,055.98
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,588	.00		9,176	.00		55,062	55,062.00
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,588	.00		9,176	.00		55,062	55,062.00
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	9,313	27,186.16	292	18,626	36,269.49	195	111,760	75,490.51
362 **	RENT AND ROYALTIES	9,313	27,186.16	292	18,626	36,269.49	195	111,760	75,490.51
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	3,029.30		0	3,029.30		0	3,029.30-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	3,029.30		0	3,029.30		0	3,029.30-

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
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	6,250	6,825.00	109	12,500	13,075.00	105	75,000	61,925.00
10	09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	6,250	6,825.00	109	12,500	13,075.00	105	75,000	61,925.00
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	11,974	.00		23,948	.00		143,695	143,695.00
22	00	FIRE STATE CONTRIBUTION	10,691	.00		21,382	.00		128,299	128,299.00
368	**	PENSION CONTRIBUTIONS	22,665	.00		45,330	.00		271,994	271,994.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	7,598	4,032.77	53	15,196	4,070.89	27	91,182	87,111.11
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	3,333	5,677.50	170	6,666	5,677.50	85	40,000	34,322.50
90	03	CODE ENF ABATE/DEMO REV	5,833	2,485.13	43	11,666	5,135.13	44	70,000	64,864.87
90	04	MISC. POLICE REVENUES	0	85.41		0	89.41		0	89.41-
90	05	INVESTIGATIVE COSTS REIM	3,791	5,570.58	147	7,582	5,570.58	74	45,500	39,929.42
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	833	1,075.00	129	1,666	1,075.00	65	10,000	8,925.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	2,760	1,300.00	47	5,520	1,300.00	24	33,120	31,820.00
90	10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90	11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90	99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	24,148	20,226.39	84	48,296	22,918.51	48	289,802	266,883.49

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
96 00	INSURANCE REFUND PROCEEDS	0	23,173.00		0	23,173.00		0	23,173.00-
369 **	OTHER MISC REVENUES	24,148	43,399.39	180	48,296	46,091.51	95	289,802	243,710.49
360 ***	MISCELLANEOUS REVENUES	66,964	80,439.85	120	133,928	98,465.30✓	74	803,618✓	705,152.70✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	2,343	.00		4,686	.00		28,125	28,125.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,166	.00		2,332	.00		14,000	14,000.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	3,509	.00		7,018	.00		42,125	42,125.00
381 **	INTERFUND TRANSFER	3,509	.00		7,018	.00		42,125	42,125.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	909,832	909,834.00	100	5,459,000	4,549,166.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	165,652	165,654.00	100	993,919	828,265.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	1,075,484	1,075,488.00	100	6,452,919	5,377,431.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	1,075,484	1,075,488.00	100	6,452,919	5,377,431.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	8,865,000.00		0	8,865,000.00		0	8,865,000.00-
385 **	PROCEEDS REFUNDING BONDS	0	8,865,000.00		0	8,865,000.00		0	8,865,000.00-

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)								
385	PROCEEDS REFUNDING BONDS								
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	10,395	.00		20,790	.00		124,744	124,744.00
90 20	PREMIUM ON DEBT ISSUE	0	511,647.10		0	511,647.10		0	511,647.10-
90 *	NON OPERATING SOURCES	10,395	511,647.10	4922	20,790	511,647.10	2461	124,744	386,903.10-
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	422,617	.00		845,234	.00		5,071,415	5,071,415.00
99 *	BALANCE FORWARD	422,617	.00		845,234	.00		5,071,415	5,071,415.00
389 **	NON OPERATING SOURCES	433,012	511,647.10	118	866,024	511,647.10	59	5,196,159	4,684,511.90
380 ***	OTHER SOURCES(NON-REV)	974,263	9,914,391.10	1018	1,948,526	10,452,135.10 ✓	536	11,691,203 ✓	1,239,067.90 ✓
FUND TOTAL	GENERAL FUND	3,114,271	11,979,662.17	385	6,228,542	13,428,561.03 ✓	216	37,371,658 ✓	23,943,096.97 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	2550	2050.00	80	5100	4600.00	90	.00	30600	26000.00	15
11 **	EXECUTIVE SALARIES	2550	2050.00	80	5100	4600.00	90	.00	30600	26000.00	15
12-00	REGULAR SALARIES & WAGES	941543	829480.84	88	1883086	1465395.40	78	.00	11298648	9833252.60	13
12-06	SALARIES/CONTRACTUAL	2222	825.00	37	4444	975.00	22	.00	26675	25700.00	4
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
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5119	896.98	18	10238	1418.77	14	.00	61451	60032.23	2
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	948884	831202.82	88	1897768	1467789.17	77	.00	11386774	9918984.83	13
13-00	OTHER SALARIES & WAGES	81544	68399.51	84	163088	129658.17	80	.00	978569	848910.83	13
13 **	OTHER SALARIES & WAGES	81544	68399.51	84	163088	129658.17	80	.00	978569	848910.83	13
14-00	OVERTIME	25445	39814.38	157	50890	134738.01	265	.00	305413	170674.99	44
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	39814.38	157	50890	134738.01	265	.00	305413	170674.99	44
15-00	SPECIAL PAY	28272	26232.25	93	56544	55192.32	98	.00	339277	284084.68	16
15 **	SPECIAL PAY	28272	26232.25	93	56544	55192.32	98	.00	339277	284084.68	16
20-00	CLOTHING/SHOE ALLOWANCE	1708	3040.00	178	3416	6840.00	200	.00	20530	13690.00	33
20 **	CLOTHING/SHOE ALLOWANCE	1708	3040.00	178	3416	6840.00	200	.00	20530	13690.00	33
21-00	FICA TAXES	84842	70512.82	83	169684	131093.23	77	.00	1018229	887135.77	13
21 **	FICA TAXES	84842	70512.82	83	169684	131093.23	77	.00	1018229	887135.77	13
22-00	RETIREMENT CONTRIBUTIONS	50183	43782.22	87	100366	63715.48	64	.00	602287	538571.52	11
22-01	LICENSED POLICE/FIRE	163002	179483.25	110	326004	255454.54	78	.00	1956047	1700592.46	13
22-02	STATE CONTRIBUTIONS	33356	.00	0	66712	.00	0	.00	400293	400293.00	0
22-03	ICMA - CITY MANAGER	674	609.08	90	1348	1173.60	87	.00	8093	6919.40	15

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	247215	223874.55	91	494430	320343.62	65	.00	2966720	2646376.38	11
23-00	LIFE/HEALTH INSURANCE	255739	210212.08	82	511478	423700.63	83	7126.20	3068992	2638165.17	14
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	210212.08	82	511478	423700.63	83	7126.20	3068992	2638165.17	14
24-00	WORKER'S COMPENSATION	47846	43607.95	91	95692	87447.19	91	.00	574288	486840.81	15
24 **	WORKER'S COMPENSATION	47846	43607.95	91	95692	87447.19	91	.00	574288	486840.81	15
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	18640.00	95	39340	37830.00	96	.00	236040	198210.00	16
27 **	CAFETERIA PLAN	19670	18640.00	95	39340	37830.00	96	.00	236040	198210.00	16
31-00	PROFESSIONAL SERVICES	45953	3777.10	8	91906	6810.50	7	104661.70	551450	439977.80	20
31-01	LEGAL FEES	32545	32672.74	100	65090	32672.74	50	342876.16	390550	15001.10	96
31-02	MEDICAL SERVICES	3283	.00	0	6566	150.50	2	12179.50	39398	27068.00	31
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	2186	13125.00	600	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	.00	0	39712	5187.67	13	233084.33	238272	.00	100
31 **	PROFESSIONAL SERVICES	102730	36449.84	36	205460	57946.41	28	692801.69	1232795	482046.90	61
32-00	ACCOUNTING & AUDITING	3625	.00	0	7250	.00	0	43500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	7250	.00	0	43500.00	43500	.00	100
34-00	CONTRACT SERVICES	84149	44357.16	53	164207	138020.38	84	492928.16	1005765	374816.46	63
34-03	CUSTOMER SERVICE CONTRACT	152752	151904.12	99	305504	151904.12	50	.00	1833029	1681124.88	8
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	1440.00	75	5682	1440.00	25	21185.00	25000	2375.00	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	238833	197701.28	83	475393	291364.50	61	514113.16	2863794	2058316.34	28

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	22009	.00	0	46291	.00	0	.00	266390	266390.00	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
39-11	SERIES 2010 GF BOND	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
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	22009	.00	0	46291	.00	0	.00	266390	266390.00	0
40-00	TRAVEL & PER DIEM	3951	1684.48	43	7902	6164.38	78	.00	47518	41353.62	13
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	1684.48	43	7902	6164.38	78	.00	47518	41353.62	13
41-00	COMMUNICATION	13864	517.73	4	27728	5325.12	19	117079.88	166403	43998.00	74
41 **	COMMUNICATION	13864	517.73	4	27728	5325.12	19	117079.88	166403	43998.00	74
42-00	POSTAGE & FREIGHT	33694	33075.54	98	67297	65278.48	97	302891.28	404346	36176.24	91
42 **	POSTAGE & FREIGHT	33694	33075.54	98	67297	65278.48	97	302891.28	404346	36176.24	91
43-00	ELECTRIC/WATER/SEWER	59215	46727.11	79	118430	64075.20	54	558313.70	710605	88216.10	88
43 **	ELECTRIC/WATER/SEWER	59215	46727.11	79	118430	64075.20	54	558313.70	710605	88216.10	88
44-00	RENTALS AND LEASES	14244	28.00	0	28488	7189.43	25	147153.37	170978	16635.20	90
44 **	RENTALS AND LEASES	14244	28.00	0	28488	7189.43	25	147153.37	170978	16635.20	90
45-00	INSURANCE	33102	2722.00-	8-	66204	95275.01	144	.00	397284	302008.99	24
45 **	INSURANCE	33102	2722.00-	8-	66204	95275.01	144	.00	397284	302008.99	24
46-00	REPAIRS & MAINTENANCE	53435	24928.71	47	107315	116616.30	109	149638.57	641715	375460.13	42
46-02	REPAIR/MAINT BUILDING	52178	4436.31	9	105270	10299.54	10	29171.90	627063	587591.56	6
46-03	REPAIR/MAINT-VEHICLES	16869	12165.73	72	33738	13499.93	40	12832.18	202505	176172.89	13
46-05	HYDRANT FEES	15471	15451.56	100	30942	30903.12	100	.00	185653	154749.88	17
46-15	INSURED VEHICLE ACCIDENT	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
46 **	REPAIRS & MAINTENANCE	137953	56982.31	41	277265	171318.89	62	191642.65	1656936	1293974.46	22
47-00	PRINTING & BINDING	1595	17.00-	1-	3190	1239.40	39	146.00	19238	17852.60	7
47 **	PRINTING & BINDING	1595	17.00-	1-	3190	1239.40	39	146.00	19238	17852.60	7
48-00	PROMOTIONAL ACTIVITIES	4883	2141.88	44	9766	4190.78	43	.00	58620	54429.22	7
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	7500	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8633	2141.88	25	17266	4190.78	24	.00	103620	99429.22	4
49-00	OTHER CHARGES & OBLIG.	33192	164267.24	495	66384	172005.20	259	38938.46	398355	187411.34	53
49-02	ADVERTISING	25	.00	0	50	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	7085.19	35	40066	7977.33	20	94920.00	240406	137508.67	43
49-06	BROWNFIELD PROG CITY COST	625	.00	0	1250	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	5396.84-	42-	25664	8958.27-	35-	.00	154000	162958.27	6-
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	1875	.00	0	3750	8000.00	213	.00	22500	14500.00	36
49 **	OTHER CHARGES & OBLIG.	68582	165955.59	242	137164	179024.26	131	133858.46	823061	510178.28	38
52-00	OPERATING SUPPLIES	86161	40671.28	47	172322	170219.74	99	192656.27	1034033	671156.99	35
52-02	UNIFORMS	1545	303.90	20	3090	303.90	10	1816.80	18550	16429.30	11
52-05	EMS 1st RESP-CONSUM SUPP	3098	550.00	18	6196	2650.92	43	26823.68	37183	7708.40	79
52-07	JANITORIAL SUPPLIES	2096	1103.74	53	4192	2207.32	53	.00	25170	22962.68	9
52-10	HEATING FUEL	103	.00	0	206	.00	0	.00	1240	1240.00	0
52-30	FUEL, OIL, & LUBRICANTS	19281	15956.34	83	38562	16258.10	42	1135.94	231422	214027.96	8
52-33	EMPLOYEE HEALTH CENTER	4769	.00	0	9538	.00	0	57232.00	57232	.00	100
52 **	OPERATING SUPPLIES	117053	58585.26	50	234106	191639.98	82	279664.69	1404830	933525.33	34

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	7833	.00	0	15666	.00	0	10000.00	94000	84000.00	11
53 **	ROAD MATERIALS/SUPPLIES	7833	.00	0	15666	.00	0	10000.00	94000	84000.00	11
54-00	MEMBERSHIP/PUBLICATIONS	2622	1912.70	73	5244	8149.45	155	1230.00	31550	22170.55	30
54 **	MEMBERSHIP/PUBLICATIONS	2622	1912.70	73	5244	8149.45	155	1230.00	31550	22170.55	30
55-00	TRAINING	6912	3070.00	44	13824	6525.00	47	1600.00	83049	74924.00	10
55-01	EDA PROGRAM	1041	.00	0	2082	.00	0	.00	12500	12500.00	0
55 **	TRAINING	7953	3070.00	39	15906	6525.00	41	1600.00	95549	87424.00	9
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	9833	.00	0	19666	111910.28	569	.00	118000	6089.72	95
61 **	LAND	9833	.00	0	19666	111910.28	569	.00	118000	6089.72	95
62-00	BUILDINGS	21661	.00	0	43322	29031.10	67	219417.69	259936	11487.21	96
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	.00	0	43322	29031.10	67	219417.69	259936	11487.21	96
63-00	INFRASTRUCTURE	210311	37704.76	18	420622	35045.56	8	1234345.01	2523746	1254355.43	50
63 **	INFRASTRUCTURE	210311	37704.76	18	420622	35045.56	8	1234345.01	2523746	1254355.43	50
64-00	MACHINERY AND EQUIPMENT	77314	5434.48	7	153714	5434.48	4	318581.10	926904	602888.42	35
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	77314	5434.48	7	153714	5434.48	4	318581.10	926904	602888.42	35

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
68-10	SFTWR & OTHER INTANGIBLES	854	.00	0	1354	.00	0	9890.00	9890	.00	100
68 **	INTANGIBLE ASSETS	854	.00	0	1354	.00	0	9890.00	9890	.00	100
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	9928053.34	0	0	9928053.34	0	.00	0	9928053.34-	0
73 **	OTHER DEBT SVC COSTS	0	9928053.34	0	0	9928053.34	0	.00	0	9928053.34-	0
81-00	AIDS TO GOVT AGENCY	62583	.00	0	125166	.00	0	.00	751003	751003.00	0
81 **	AIDS TO GOVT AGENCY	62583	.00	0	125166	.00	0	.00	751003	751003.00	0
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	211332	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	211332	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	7724	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	7724	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	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
91-23	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

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
91-52	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	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3114123	12110871.66	389	6228246	14063413.39	226	4783354.88	37371658	18524889.73	50
GRAND	TOTAL *********										
		3114123	12110871.66	389	6228246	14063413.39	226	4783354.88	37371658	18524889.73	50



FY 2017 Budget by Classification Report - Summary Listing

Through 11/30/2016

Target for November is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 188,390.00	$ 1,480,053.00	11%
CHARGES FOR SERVICES	$ 52,128,130		$ 9,036,207.81	$ 43,091,922.19	17%
MISCELLANEOUS	$ 307,595		$ 7,944.00	$ 299,651.00	3%
OTHER SOURCES (NON-REVENUE)	$ 23,359,074		$ 75,837.12	$ 23,283,236.88	0%
REVENUE TOTALS	**$ 77,463,242**	**-**	**$ 9,308,378.93**	**$ 68,154,863.07**	**12%**
EXPENSE					
SALARIES AND BENEFITS	$ 13,510,699	$ 2,557.80	$ 1,668,690.45	$ 11,839,450.75	12%
OPERATING EXPENDITURES	$ 25,116,527	$ 7,487,706.59	$ 1,822,982.47	$ 15,805,837.94	37%
CAPITAL OUTLAY	$ 23,368,336	$ 4,755,206.15	$ (313,854.84)	$ 18,926,984.69	19%
GRANTS, AIDS AND OTHER	$ 15,467,680	$ -	$ 1,075,488.00	$ 14,392,192.00	7%
EXPENSE TOTALS	**$ 77,463,242**	**$ 12,245,470.54**	**$ 4,253,306.08**	**$ 60,964,465.38**	21%
REVENUE TOTALS	**$ 77,463,242**	**$ -**	**$ 9,308,378.93**	**$ 68,154,863.07**	**12%**
EXPENSE TOTALS	**$ 77,463,242**	**$ 12,245,470.54**	**$ 4,253,306.08**	**$ 60,964,465.38**	**21%**
	$ -	**$ (12,245,470.54)**	**$ 5,055,072.85**		

FUND 421 WATER/SEWER ENTERPRISE

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	63,949	35,370.00	55	127,898	157,890.00	123	767,388	609,498.00
03 11	WATER - COMMERCIAL	66,559	24,500.00	37	133,118	28,000.00	21	798,711	770,711.00
03 20	SEWER - RESIDENTIAL	767	1,250.00	163	1,534	2,500.00	163	9,210	6,710.00
03 21	SEWER - COMMERCIAL	7,761	.00		15,522	.00		93,134	93,134.00
03 *	IMPACT FEES	139,036	61,120.00	44	278,072	188,390.00	68	1,668,443	1,480,053.00
324 **	IMPACT FEES	139,036	61,120.00	44	278,072	188,390.00	68	1,668,443	1,480,053.00
320 ***	OTHER PERMITS & FEES	139,036	61,120.00	44	278,072	188,390.00✓	68	1,668,443✓	1,480,053.00✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,659,823	3,582,557.99	98	7,319,646	7,557,837.31	103	43,917,881	36,360,043.69
33 00	WATER CONNECTION FEE	20,000	16,945.00	85	40,000	61,445.00	154	240,000	178,555.00
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	16,945.00	85	40,000	61,445.00	154	240,000	178,555.00
36 00	WATER HYDRANT FEES	217,357	240,666.57	111	434,714	484,245.65	111	2,608,291	2,124,045.35
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	200.00	160	250	800.00	320	1,500	700.00
39 07	BACKFLOW DEVICE TEST	12,083	14,476.34	120	24,166	13,358.03	55	145,000	131,641.97
39 08	JUMPER METERS	58	.00		116	200.00	172	700	500.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	2,000	5,000.00	250	12,000	7,000.00
39 10	BACKFLOW PRV/RLCT TEMP	208	5.42	3	416	10.84	3	2,500	2,489.16

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								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	17,181.76	128	26,948	19,368.87	72	161,700	142,331.13
51 00	SEWER SALES	405,421	440,317.13	109	810,842	860,812.92	106	4,865,057	4,004,244.08
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	440,317.13	109	810,842	860,812.92	106	4,865,057	4,004,244.08
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	631.34	122	1,032	1,178.65	114	6,200	5,021.35
60 00	REUSE WATER	26,416	27,582.23	104	52,832	50,747.74	96	317,001	266,253.26
60 01	REUSE WATER INSTALLATION	1,000	431.63	43	2,000	571.67	29	12,000	11,428.33
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	28,013.86	102	54,832	51,319.41	94	329,001	277,681.59
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,326,313.65	100	8,688,014	9,036,207.81	104	52,128,130	43,091,922.19
340 ***	CHARGES FOR SERVICES	4,344,007	4,326,313.65	100	8,688,014	9,036,207.81✓	104	52,128,130✓	43,091,922.19 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		40,214	.00		241,295	241,295.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	20,107	.00		40,214	.00		241,295	241,295.00
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		40,214	.00		241,295	241,295.00
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00

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
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		2,500	.00		15,000	15,000.00
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	.00		2,500	.00		15,000	15,000.00
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	3,222.00	387	1,666	3,222.00	193	10,000	6,778.00
365	**	SALES OF SURPLUS SCRAP	833	3,222.00	387	1,666	3,222.00	193	10,000	6,778.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	1,656.12	50	6,666	3,422.00	51	40,000	36,578.00
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	1,656.12	50	6,666	3,422.00	51	40,000	36,578.00
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	1,656.12	50	6,666	3,422.00	51	40,000	36,578.00
360	***	MISCELLANEOUS REVENUES	25,631	4,878.12	19	51,262	7,944.00	16	307,595	299,651.00
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	23	STORMWATER	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	3,029.54		0	4,479.54		0	4,479.54-
82 00	CONTRIBUTION S MAINLAND	0	1,775.96		0	31,079.30		0	31,079.30-
83 00	CONTRIBUTION VIERA	0	20,534.03		0	40,278.28		0	40,278.28-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	20,534.03		0	40,278.28		0	40,278.28-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,946,589	.00		3,893,178	.00		23,359,074	23,359,074.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	1,946,589	.00		3,893,178	.00		23,359,074	23,359,074.00
389 **	NON OPERATING SOURCES	1,946,589	25,339.53	1	3,893,178	75,837.12	2	23,359,074	23,283,236.88
380 ***	OTHER SOURCES(NON-REV)	1,946,589	25,339.53	1	3,893,178	75,837.12	2	23,359,074	23,283,236.88
FUND TOTAL	WATER/SEWER ENTERPRISE	6,455,263	4,417,651.30	68	12,910,526	9,308,378.93	72	77,463,242	68,154,863.07

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	SALARIES & WAGES	662709	499679.10	75	1325418	885472.82	67	.00	7952550	7067077.18	11
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	10715.21	0	0	11445.11	0	.00	0	11445.11-	0
12 **	REGULAR SALARIES & WAGES	662709	510394.31	77	1325418	896917.93	68	.00	7952550	7055632.07	11
13-00	OTHER SALARIES & WAGES	32816	33300.04	102	65632	61260.76	93	.00	393818	332557.24	16
13 **	OTHER SALARIES & WAGES	32816	33300.04	102	65632	61260.76	93	.00	393818	332557.24	16
14-00	OVERTIME	24052	35689.11	148	48104	133674.81	278	.00	288666	154991.19	46
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	24052	35689.11	148	48104	133674.81	278	.00	288666	154991.19	46
15-00	SPECIAL PAY	16	.00	0	32	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	32	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	13645.00	780	3498	13755.00	393	.00	21010	7255.00	66
20 **	CLOTHING/SHOE ALLOWANCE	1749	13645.00	780	3498	13755.00	393	.00	21010	7255.00	66
21-00	FICA TAXES	56342	43010.33	76	112684	79923.14	71	.00	676168	596244.86	12
21 **	FICA TAXES	56342	43010.33	76	112684	79923.14	71	.00	676168	596244.86	12
22-00	RETIREMENT CONTRIBUTIONS	96721	69115.34	72	193442	127872.87	66	.00	1160694	1032821.13	11
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	69115.34	72	193442	127872.87	66	.00	1160694	1032821.13	11
23-00	LIFE/HEALTH INSURANCE	189469	130455.55	69	378938	261865.25	69	.00	2273663	2011797.75	12
23-02	LIFE/HEALTH RETIREES	15002	7595.86	51	30004	14520.02	48	2557.80	180024	162946.18	10
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	204471	138051.41	68	408942	276385.27	68	2557.80	2453687	2174743.93	11
24-00	WORKER'S COMPENSATION	34388	30450.47	89	68776	61400.67	89	.00	412706	351305.33	15

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	34388	30450.47	89	68776	61400.67	89	.00	412706	351305.33	15
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.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	CAFETERIA PLAN	12600	8800.00	70	25200	17500.00	69	.00	151200	133700.00	12
27 **	CAFETERIA PLAN	12600	8800.00	70	25200	17500.00	69	.00	151200	133700.00	12
31-00	PROFESSIONAL SERVICES	101251	2955.45	3	202502	10636.45	5	102891.13	1215025	1101497.42	9
31-01	LEGAL EXPENSES	8750	6123.20	70	17500	6123.20	35	45443.20	105000	53433.60	49
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	1000	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	.00	0	27268	3562.08	13	160045.92	163608	.00	100
31 **	PROFESSIONAL SERVICES	124135	9078.65	7	248270	20321.73	8	308380.25	1489633	1160931.02	22
32-00	ACCOUNTING & AUDITING	3625	.00	0	7250	.00	0	43500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	7250	.00	0	43500.00	43500	.00	100
34-00	CONTRACT SERVICES	101664	155.37	0	203328	21301.09	11	110282.94	1219994	1088409.97	11
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	895730	895732.00	100	.00	5374389	4478657.00	17
34 **	CONTRACT SERVICES	549529	448021.37	82	1099058	917033.09	83	110282.94	6594383	5567066.97	16
39-00	CONTINGENCY	158973	.00	0	317946	.00	0	.00	1907679	1907679.00	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	158973	.00	0	317946	.00	0	.00	1907679	1907679.00	0
40-00	TRAVEL AND PER DIEM	1596	298.00	19	3192	977.84	31	.00	19186	18208.16	5
40-01	CAR ALLOWANCE	12	.00	0	24	.00	0	.00	150	150.00	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	1608	298.00	19	3216	977.84	30	.00	19336	18358.16	5
41-00	COMMUNICATION	10785	212.50	2	21570	518.95	2	80736.05	129450	48195.00	63
41 **	COMMUNICATION	10785	212.50	2	21570	518.95	2	80736.05	129450	48195.00	63
42-00	POSTAGE AND FREIGHT	2947	558.03	19	5894	1499.56	25	5903.60	35390	27986.84	21
42 **	POSTAGE AND FREIGHT	2947	558.03	19	5894	1499.56	25	5903.60	35390	27986.84	21
43-00	ELECTRIC/WATER/SEWER	202099	120928.44	60	404198	170781.19	42	2235540.37	2425215	18893.44	99
43 **	ELECTRIC/WATER/SEWER	202099	120928.44	60	404198	170781.19	42	2235540.37	2425215	18893.44	99
44-00	RENTALS AND LEASES	2910	.00	0	5820	685.16	12	10895.96	34946	23364.88	33
44 **	RENTALS AND LEASES	2910	.00	0	5820	685.16	12	10895.96	34946	23364.88	33
45-00	INSURANCE	31505	.00	0	63010	96279.59	153	.00	378109	281829.41	26
45 **	INSURANCE	31505	.00	0	63010	96279.59	153	.00	378109	281829.41	26
46-00	REPAIRS & MAINTENANCE	613833	180131.85	29	1227666	276178.28	23	2030324.21	7366022	5059519.51	31
46-02	REPAIRS/MAINT - BUILDING	15486	10728.46	69	30972	5811.24	19	40561.91	185850	139476.85	25
46-03	REPAIR/MAINT-VEHICLES	17437	6277.85	36	34874	7402.52	21	.00	209277	201874.48	4
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	646756	197138.16	31	1293512	289392.04	22	2070886.12	7761149	5400870.84	30
47-00	PRINTING & BINDING	585	.00	0	1170	.00	0	.00	7050	7050.00	0
47 **	PRINTING & BINDING	585	.00	0	1170	.00	0	.00	7050	7050.00	0
48-00	PROMOTIONAL ACTIVITIES	1250	850.00	68	2500	1000.00	40	.00	15000	14000.00	7
48 **	PROMOTIONAL ACTIVITIES	1250	850.00	68	2500	1000.00	40	.00	15000	14000.00	7
49-00	OTHER CHARGES & OBLIG.	2701	23.66	1	5402	1723.43	32	3000.00	32451	27727.57	15
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	6845.38-	47-	29166	12443.22-	43-	.00	175000	187443.22	7-
49-08	CASH OVER & UNDER	25	9.00	36	50	23.86	48	.00	300	276.14	8
49-09	DOCUMENT RECORDING CHGS	250	320.00-	128-	500	420.00-	84-	.00	3000	3420.00	14-

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.	17559	7132.72-	41-	35118	11115.93-	32-	3000.00	210751	218866.93	4-
52-00	OPERATING SUPPLIES	293739	100713.26	34	587478	285832.02	49	2579273.11	3524915	659809.87	81
52-07	JANITORIAL SUPPLIES	852	658.67	77	1704	1524.20	89	.00	10240	8715.80	15
52-30	FUEL OIL & LUBRICANTS	25986	14081.84	54	51972	16012.03	31	10.19	311862	295839.78	5
52-33	EMPLOYEE HEALTH CENTER	3274	.00	0	6548	.00	0	39298.00	39298	.00	100
52 **	OPERATING SUPPLIES	323851	115453.77	36	647702	303368.25	47	2618581.30	3886315	964365.45	75
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	8330	999.00	12	.00	50000	49001.00	2
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	8330	999.00	12	.00	50000	49001.00	2
54-00	MEMBERSHIP/PUBLICATIONS	3130	632.00	20	6260	29617.00	473	.00	37585	7968.00	79
54 **	MEMBERSHIP/PUBLICATIONS	3130	632.00	20	6260	29617.00	473	.00	37585	7968.00	79
55-00	TRAINING	6959	780.00	11	13918	1625.00	12	.00	83536	81911.00	2
55-01	EDA PROGRAM	625	.00	0	1250	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	780.00	10	15168	1625.00	11	.00	91036	89411.00	2
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1687319	250481.54	15	3374638	321804.84-	10-	4706287.79	20247853	15863370.05	22
63 **	INFRASTRUCTURE	1687319	250481.54	15	3374638	321804.84-	10-	4706287.79	20247853	15863370.05	22
64-00	MACHINERY AND EQUIPMENT	179985	.00	0	359970	7950.00	2	8968.36	2159838	2142919.64	1
64-15	IT HARDWARE	2998	.00	0	5996	.00	0	9950.00	35995	26045.00	28

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
64 **	MACHINERY & EQUIPMENT	182983	.00	0	365966	7950.00	2	18918.36	2195833	2168964.64	1
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	77052	.00	0	154104	.00	0	30000.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	154104	.00	0	30000.00	924650	894650.00	3
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
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	166	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	166	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	456083	454917.00	100	912166	909834.00	100	.00	5473000	4563166.00	17
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	.00	0	1499960	.00	0	.00	8999761	8999761.00	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
91 **	INTERFUND TRANSFER	1206063	454917.00	38	2412126	909834.00	38	.00	14472761	13562927.00	6
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	165652	165654.00	100	.00	993919	828265.00	17
95 **	NONOPERATING	82826	82827.00	100	165652	165654.00	100	.00	993919	828265.00	17
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	6455186	2557499.75	40	12910372	4253306.08	33	12245470.54	77463242	60964465.38	21
GRAND	TOTAL *********	6455186	2557499.75	40	12910372	4253306.08	33	12245470.54	77463242	60964465.38	21

FY 2017 Budget by Classification Report - Summary Listing

Through 11/30/2016

Target for November is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 272,841.44	$ 1,099,191.56	20%
MISCELLANEOUS	$ 2,000		$ -	$ 2,000.00	0%
OTHER SOURCES (NON-REVENUE)	$ 1,492,049		$ -	$ 1,492,049.00	0%
REVENUE TOTALS	**$ 2,866,082**	**$ -**	**$ 272,841.44**	**$ 2,593,240.56**	**10%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 85,691.09	$ 498,274.91	15%
OPERATING EXPENDITURES	$ 496,387	$ 31,570.57	$ 31,046.31	$ 433,770.12	13%
CAPITAL OUTLAY	$ 1,785,729	$ 611,685.43	$ 21,687.36	$ 1,152,356.21	35%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 2,866,082**	**$ 643,256.00**	**$ 138,424.76**	**$ 2,084,401.24**	**27%**
REVENUE TOTALS	**$ 2,866,082**	**$ -**	**$ 272,841.44**	**$ 2,593,240.56**	**10%**
EXPENSE TOTALS	**$ 2,866,082**	**$ 643,256.00**	**$ 138,424.76**	**$ 2,084,401.24**	**27%**
	$ -	**$ (643,256.00)**	**$ 134,416.68**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	118,942.59	104	228,672	272,841.44	119	1,372,033	1,099,191.56
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	118,942.59	104	228,672	272,841.44	119	1,372,033	1,099,191.56
343 **	PHYSICAL ENVIRONMENT	114,336	118,942.59	104	228,672	272,841.44	119	1,372,033	1,099,191.56
340 ***	CHARGES FOR SERVICES	114,336	118,942.59	104	228,672	272,841.44 ✓	119	1,372,033✓	1,099,191.56✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		332	.00		2,000	2,000.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		332	.00		2,000	2,000.00
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	166	.00		332	.00		2,000	2,000.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

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
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	166	.00		332	.00 ✓		2,000 ✓	2,000.00 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	124,337	.00		248,674	.00		1,492,049	1,492,049.00
99 *	BALANCE FORWARD	124,337	.00		248,674	.00		1,492,049	1,492,049.00
389 **	NON OPERATING SOURCES	124,337	.00		248,674	.00		1,492,049	1,492,049.00
380 ***	OTHER SOURCES(NON-REV)	124,337	.00		248,674	.00 ✓		1,492,049 ✓	1,492,049.00 ✓
FUND TOTAL	STORMWATER UTILITY	238,839	118,942.59	50	477,678	272,841.44 ✓	57	2,866,082 ✓	2,593,240.56 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	28969	25035.62	86	57938	44343.05	77	.00	347631	303287.95	13
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	28969	25035.62	86	57938	44343.05	77	.00	347631	303287.95	13
13-00	OTHER SALARIES & WAGES	3437	3101.41	90	6874	6328.82	92	.00	41249	34920.18	15
13 **	OTHER SALARIES & WAGES	3437	3101.41	90	6874	6328.82	92	.00	41249	34920.18	15
14-00	OVERTIME	133	.00	0	266	4305.46	1619	.00	1600	2705.46-	269
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	.00	0	266	4305.46	1619	.00	1600	2705.46-	269
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	45	495.00	1100	90	495.00	550	.00	550	55.00	90
20 **	CLOTHING/SHOE ALLOWANCE	45	495.00	1100	90	495.00	550	.00	550	55.00	90
21-00	FICA TAXES	2576	1992.50	77	5152	3879.61	75	.00	30916	27036.39	13
21 **	FICA TAXES	2576	1992.50	77	5152	3879.61	75	.00	30916	27036.39	13
22-00	RETIREMENT CONTRIBUTIONS	2813	2453.57	87	5626	4801.16	85	.00	33766	28964.84	14
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	2453.57	87	5626	4801.16	85	.00	33766	28964.84	14
23-00	LIFE/HEALTH INSURANCE	6884	7293.70	106	13768	13956.62	101	.00	82612	68655.38	17
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	6884	7293.70	106	13768	13956.62	101	.00	82612	68655.38	17
24-00	WORKER'S COMPENSATION	3323	3030.26	91	6646	6221.37	94	.00	39882	33660.63	16
24 **	WORKER'S COMPENSATION	3323	3030.26	91	6646	6221.37	94	.00	39882	33660.63	16

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	CAFETERIA PLAN	480	680.00	142	960	1360.00	142	.00	5760	4400.00	24
27 **	CAFETERIA PLAN	480	680.00	142	960	1360.00	142	.00	5760	4400.00	24
31-00	PROFESSIONAL SERVICES	8333	.00	0	16666	5211.00	31	.00	100000	94789.00	5
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	.00	0	1020	133.25	13	5986.75	6120	.00	100
31 **	PROFESSIONAL SERVICES	8884	.00	0	17768	5344.25	30	5986.75	106620	95289.00	11
34-00	CONTRACT SERVICES	416	.00	0	832	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	14820	14822.00	100	.00	88927	74105.00	17
34 **	CONTRACT SERVICES	7826	7411.00	95	15652	14822.00	95	.00	93927	79105.00	16
39-00	CONTINGENCY	9735	.00	0	19470	.00	0	.00	116827	116827.00	0
39 **	CONTINGENCY	9735	.00	0	19470	.00	0	.00	116827	116827.00	0
40-00	TRAVEL & PER DIEM	212	129.00	61	424	129.00	30	.00	2550	2421.00	5
40 **	TRAVEL & PER DIEM	212	129.00	61	424	129.00	30	.00	2550	2421.00	5
41-00	COMMUNICATION	180	.00	0	360	.00	0	1500.00	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	360	.00	0	1500.00	2160	660.00	69
42-00	POSTAGE & FREIGHT	83	81.78	99	166	81.78	49	120.00	1000	798.22	20
42 **	POSTAGE & FREIGHT	83	81.78	99	166	81.78	49	120.00	1000	798.22	20
43-00	ELECTRIC/WATER/SEWER	1652	1006.36	61	3304	1199.66	36	15195.88	19830	3434.46	83
43 **	ELECTRIC/WATER/SEWER	1652	1006.36	61	3304	1199.66	36	15195.88	19830	3434.46	83
44-00	RENTALS AND LEASES	271	.00	0	542	151.10	28	755.50	3257	2350.40	28
44 **	RENTALS AND LEASES	271	.00	0	542	151.10	28	755.50	3257	2350.40	28
45-00	INSURANCE	708	.00	0	1416	1885.15	133	.00	8504	6618.85	22
45 **	INSURANCE	708	.00	0	1416	1885.15	133	.00	8504	6618.85	22

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	3979	2997.49	75	7958	3032.29	38	4560.00	47750	40157.71	16
46-02	REPAIR/MAINT BUILDING	541	.00	0	1082	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1965	1378.00	70	3930	1378.00	35	.00	23590	22212.00	6
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	4375.49	68	12970	4410.29	34	4560.00	77840	68869.71	12
47-00	PRINTING & BINDING	83	.00	0	166	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	166	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	2416	.00	0	.00	14500	14500.00	0
49-07	BAD DEBT EXPENSE	833	152.21-	18-	1666	388.95-	23-	.00	10000	10388.95	4-
49 **	OTHER CHARGES & OBLIG.	2041	152.21-	8-	4082	388.95-	10-	.00	24500	24888.95	2-
52-00	OPERATING SUPPLIES	1033	190.56	18	2066	796.34	39	1982.44	12400	9621.22	22
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	1587.69	99	3208	1587.69	50	.00	19252	17664.31	8
52-33	EMPLOYEE HEALTH CENTER	122	.00	0	244	.00	0	1470.00	1470	.00	100
52 **	OPERATING SUPPLIES	2759	1778.25	65	5518	2384.03	43	3452.44	33122	27285.53	18
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	378.00	610	124	1028.00	829	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	378.00	610	124	1028.00	829	.00	750	278.00-	137
55-00	TRAINING	375	.00	0	750	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	750	.00	0	.00	4500	4500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	8440.00	118	14332	8440.00	59	.00	86000	77560.00	10
61 **	LAND	7166	8440.00	118	14332	8440.00	59	.00	86000	77560.00	10

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
63-00	INFRASTRUCTURE	132182	14470.96	11	264364	13247.36	5	611685.43	1586179	961246.21	39
63 **	INFRASTRUCTURE	132182	14470.96	11	264364	13247.36	5	611685.43	1586179	961246.21	39
64-00	MACHINERY & EQUIPMENT	9462	.00	0	18924	.00	0	.00	113550	113550.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	9462	.00	0	18924	.00	0	.00	113550	113550.00	0
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	238826	82000.69	34	477652	138424.76	29	643256.00	2866082	2084401.24	27
GRAND	TOTAL *********	238826	82000.69	34	477652	138424.76	29	643256.00	2866082	2084401.24	27

Legislation Details (With Text)

File #:	16-579	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/16/2016			**In control:**	City Council
On agenda:	1/10/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2017 November EXPENSE Budget Tracking Worksheet.pdf FY 2017 November REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2016
Agenda Date: January 10, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 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 2017 thru November 30, 2016.

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 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
1	Budget Amendments/Transfers		Division 1103 Total	$0	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR		534
	001-1600-513.64-00	10,050			
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
3	Budget Amendments/Transfers		Division 1600 Total	($58,610)	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1	Budget Amendments/Transfers		Division 2100 Total	$2,016	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1	Budget Amendments/Transfers		Division 2101 Total	($2,016)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
3	Budget Amendments/Transfers		Division 3200 Total	$176,610	
3510 - PUBLIC WORKS MAINTENANCE					
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
1	Budget Amendments/Transfers		Division 3510 Total	$0	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 3520 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
1 Budget Amendments/Transfers			Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
1 Budget Amendments/Transfers			Division 3580 Total	$231,936	
13 Total Budget Amendments/Transfers			**GENERAL FUND**	**$349,936**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 3230 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 3230 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4055 - ENGINEERING					
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
1 Budget Amendments/Transfers			Division 4055 Total	$853,641	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$853,641**	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 3570 Total	$0	
	2 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$0**	

20 Transfers & Amendments between 10/1/2016 and 11/30/2016

FY 2017 TOTAL TRANSFERS & AMENDMENTS	**1,200,383**

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 Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 12/16/2016

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
2 Budget Amendments/Transfers			Division 0000 Total	$349,936	
2 Total Budget Amendments/Transfers			**GENERAL FUND**	**$349,936**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 0000 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 0000 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
1 Budget Amendments/Transfers			Division 0000 Total	$853,641	
1 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$853,641**	
5 Transfers & Amendments between 10/1/2016 and 11/30/2016					
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**1,200,383**	

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 Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 12/16/2016