City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 9, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-548 Approve the Agenda for the Regular meeting of January 9, 2018, as presented or with amendments.

Attachments: 01-09-18.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

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

Attachments: Carmeuse Lime & Stone - Bid Tab Sheet B-18-08-COC

Low Bidder Notice from Purchasing

Carmeuse - Cheney Lime ext ltr to end svcs

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

Attachments: City of Daytona Beach Insituform Contract #0113-1010 4th Renewal.pdf
City of Daytona Beach Insituform Contract #0113-1010.pdf
Proposal - City of Cocoa CIPP Lining FY18
Proposal - City of Cocoa Mid-Term Cleaning FY18

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

Attachments: FY17-18 HOME Disbursement Agreement

VI. PUBLIC HEARINGS:

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

Attachments: 12-2017 Medical Marijuana Ban
Ordinance No. 12-2017 Ad-1st rdg
Ordinance No. 12-2017 Ad-2nd rdg

VII. COUNCIL BUSINESS:

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

Attachments: 2018_RC_Council_Agenda_Final

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

Attachments: 12_19_17 Reappointment paperwork.pdf
Housing Authority Roster.pdf

VIII. CITY BUSINESS:

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

Attachments: Leopold Inspection Report 6-6-2017
Petticoat Change Order Proposal 12-20-2017
Budget Resolution.pdf
BAF-UT-Filter Media Amendment (1-9-18)~ Agenda 18-001 - FY18.pdf

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

Attachments: Blank - WAP Application Part 2 2018.pdf
FIND Resolution 18-6.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 17-533 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 11/30/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.17 thru 11.30.17.pdf

IX.2 17-543 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Orders Nov 2017.pdf

IX.3 17-544 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 2017.pdf

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

Attachments: November FY 2018 EXPENSE Budget Tracking Worksheet.pdf
November FY 2018 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.

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

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

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

Legislation Details (With Text)

File #:	17-548	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/19/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 9, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-09-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2017
Agenda Date: January 9, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 9, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 9, 2018, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: January 9, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

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

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

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

VI. PUBLIC HEARINGS:

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

VII. COUNCIL BUSINESS:

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

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

VIII. CITY BUSINESS:

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

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

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

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

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-543). (Finance Director)

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

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

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-540	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	12/7/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Award Bid No. B-18-08-COC, Water & Wastewater Treatment Chemicals (Quick Lime) to Carmeuse Lime, Pittsburgh, PA, for purchase of Quick Lime for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Carmeuse Lime & Stone - Bid Tab Sheet B-18-08-COC Low Bidder Notice from Purchasing Carmeuse - Cheney Lime ext ltr to end svcs				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 7, 2017
Agenda Date: January 9, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-18-08-COC, Water & Wastewater Treatment Chemicals (Quick Lime) to Carmeuse Lime, Pittsburgh, PA, for purchase of Quick Lime for the Dyal Water Treatment Plant

BACKGROUND:

On September 26, 2017, City Council approved the First Amendment to Purchase Agreement to Bid B-16-19-COC with Cheney Lime and Cement Co., Jacksonville, Florida, to purchase Quick Lime. Due to railroad transport issues, Cheney Lime and Cement Co. could no longer deliver lime but was able to continue services for three (3) months ending on December 31, 2017.

On November 30, 2017, Purchasing sent out one hundred and twenty-nine (129) invitations to bid and received two (2) responses from six (6) plan holders. Carmeuse Lime was the lowest bidder.

Staff requests City Council approve Bid B-18-08-COC to Carmeuse Lime, Pittsburgh, PA, for the purchase of Quick Lime for the Dyal Water Treatment Plant.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$716,395.00
Account Number	421-4020-536.52-09 DYCH02
Account Name	Operating Supplies
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: November 30, 2017

BID NUMBER: B-18-08-COC Water & Wastewater Treatment Chemicals (Quick Lime)

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
Carmeuse Lime	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$ 267.13	$ 2,071,593.10	None	Y	Y	Y	Y	Y	Y
11 Stanwix St.							Quick-Lime 3/4" Pebble	TON	6,500	$ 267.13	$ 1,736,345.00							
Pittsburg, PA 15222																		
Lhoist North America	Y	NA	Y	Y	Y	00310-B	Quick-Lime 3/8" Pebble	TON	7,775	$ 316.33	$ 2,453,139.15	None	Y	Y	Y	Y	Y	N
1479 Town Center Dr. ste 229							Quick-Lime 3/4" Pebble	TON	6,500	$ 316.33	$ 2,056,145.00							
Lakeland, FL 33803																		

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

To: David Fisher, Dyal Plant Superintendent/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 11/30/17

Re: **Bid #B-18-08-COC, Quick Lime**

Bids for the subject offering were opened on November 30, 2017 at 3:00 p.m. Purchasing sent out one hundred twenty-nine (129) invitations and notifications to bid and received two (2) responses from six (6) plan holders.

THE APPARENT LOW BIDDER IS Charmeuse Lime & Stone of Pittsburgh, PA

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

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

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

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

CHENEY LIME & CEMENT COMPANY

MANUFACTURERS

ALLGOOD, ALABAMA 35013

PLANTS GRAYSTONE, ALABAMA
LANDMARK, ALABAMA

PHONE (205) 625-3031 ONEONTA, ALABAMA
FAX (205) 625-3032 ALLGOOD, ALABAMA

August 3, 2017

Ms. Tammy Eastburn
Procurement Card Coordinator
65 Stone Street
Cocoa, FL 32922

SUBJ: Bid # B-16-19-COC, Quicklime – Contract Extension

Thank you for your orders during the current and previous contracts. We appreciate your business and have been looking forward to extending the contract for the first of two one year extensions. Unfortunately, recent significant events relating to CSX Railroad's service, have delayed us in being able to respond to your offer to extend the contract for another full year until CSX Railroad's service, with regard to providing our company with empty railcars to load, has returned to an acceptable level. CSX is the railroad who provides the rail shipments from our plant in Shelby County, AL to the Transflo terminal in Sanford, FL, where the lime is transferred to trucks for delivery to the City of Cocoa water plant.

We have been supplying the water plant since 2010 and most of our shipments come from the Transflo rail-to-truck transfer terminal in Sanford, FL. On certain occasions, when there are not enough railcars of quicklime at the terminal, we ship from our plant near Birmingham, AL to meet the water plant's requirements. We do lose money on shipments from Alabama, however, this is a very important backup to our truck shipments from the Transflo terminal.

As a result of CSX's unannounced major revision of their existing rail system for handling railcar shipments, their service during the transition has been quite undependable with regard to providing us with empty cars to load and ship, and resulting in our having to ship trucks to the Cocoa water plant from our Alabama plant. We have been hopeful that CSX railroad's service would have returned to normal by now, however, there continues to be an issue. Because of this uncertainty at this time we are only willing to extend the current contract to 12/31/2017, rather than a full year. This will provide us time to confirm that CSX can provide adequate service to us. We a hopeful that during the next few months the service from CSX railroad will return to a more normal level and we can include the remaining 9 months in our extension offer. For your reference I have included three documents, regarding CSX, which help highlight the issues we're having to face.

Sincerely,

CHENEY LIME & CEMENT COMPANY

Alton W. Allen
Sales Representative

AWA/aa

Attached Documents:
(1) Email from Hunter Harrison, new CEO of CSX railroad, 7/31/2017
(2) News Article, "Rail Regulators Tell CSX to Fix Service Problems" - Surface Transportation Board, 7/27/2017
(3) News Article, "CSXT Transportation hits service snags amid operational changes", 7/19/2017

Legislation Details (With Text)

File #:	17-546	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/18/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Approve a Cooperative Purchase Agreement with Insituform Technologies, LLC, for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers “Piggy Backing” off of an existing City of Daytona Beach Contract No. 0113-1010, Effective July 8, 2017 through July 7, 2018. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Daytona Beach Insituform Contract #0113-1010 4th Renewal.pdf City of Daytona Beach Insituform Contract #0113-1010.pdf Proposal - City of Cocoa CIPP Lining FY18 Proposal - City of Cocoa Mid-Term Cleaning FY18				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2017
Agenda Date: January 9, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Cooperative Purchase Agreement with Insituform Technologies, LLC, for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers “Piggy Backing” off of an existing City of Daytona Beach Contract No. 0113-1010, Effective July 8, 2017 through July 7, 2018

BACKGROUND:

The City of Cocoa has budgeted $400,000 to the Wastewater Collection System Infrastructure Assessment and Replacement Program for FY2018. 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 and the second phase was completed in FY2017. The third phase is scheduled to be completed in FY2018.

At this time, we are requesting the use of the City of Daytona Beach Contract No. 0113-1010. 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 Pipe (CIPP) Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed $395,542.20.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted:	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$395,542.20
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.

On January 10, 2017 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, 2016 through July 7, 2017.

On February 28, 2017 City Council approved the Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017

RECOMMENDED MOTION:

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

R13-168
#141800

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

March 13, 2017

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, 2017. 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, 2017 to July 7, 2018. This is the 4th and final 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: James V Chisholm
Signature

Vendor:

Printed Name: Diane Partridge Date: March 20, 2017

Title: Contracting and Attesting Officer

* Signature: Diane Partridge

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 3-30-17

Approved as to legal form:

By:
Robert Jagger, City Attorney

6 5 8

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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The ACORD name and logo are registered marks of ACORD

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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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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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Insituform Technologies, LLC

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

6972 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

10/31/17

ACES ID: AAJA-XDI9TE

Chris Collier
351 Shearer Blvd
Cocoa, Fl 32922
ccollier@cocoaafl.org

Re: City of Cocoa Sanitary CIPP FY 2018

Chris,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **The City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

PROPOSAL PRICING

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

Bid Item	Description	Measure	Quantity	Bid Price	Total
1	CIPP 8" Sanitary Sewer Pipe	LF	10,672	$23.80	$253,993.60
2	CIPP 10" Sanitary Sewer Pipe	LF	816	$27.60	$22,521.60
3	Med Cleaning 8" to 12" Pipe	LF	11,488	$1.50	$17,232.00
4	Tuberculation Clean 8"-12"	LF	81	$18.00	$1,458.00
5	By-Pass Pumping 8" Pipe	LF	10,672	$1.00	$10,672.00
6	By-Pass Pumping 10" Pipe	LF	816	$1.00	$816.00
7	Standard Services Reconnect	Each	149	$175.00	$26,075.00
8	Arrow Boards-FDOT Right of Way	Set Up	2	$180.00	$360.00
9	Barricades – FDOT Right of Way	Set Up	2	$340.00	$680.00
10	Lane Dividers – FDOT Right of Way	Set Up	2	$15.00	$30.00
11	Flagman–City Right of Way	Set Up	5	$300.00	$1,500.00
12	Barricades–City Right of Way	Set Up	34	$250.00	$8,500.00
13	Root Removal 8" to 12'	LF	1,720	$3.20	$5,504.00
14	Mobilization	Lump Sum	1	$1,500.00	$1,500.00
15	**TOTAL**				**$350,842.20**

This proposal reflects Piggybacking off the City of Daytona Contract 141800

INSITUFORM 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. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. 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.

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.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.

9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of Daytona Beach Contract which is being proposed for piggyback.

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.

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

Very truly yours,

Insituform Technologies, LLC.

Brandt Curvel
Project Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

Insituform Technologies, LLC

6972 Business Park Blvd
Jacksonville, FL 32256

Tel: (904) 886-3737
Fax: (904) 886-3751
bcurvel@aegion.com

December 14, 2018

Chris Collier
Utilities Field Operations Manager
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922
Phone: 321-433-8811
Email: **ccollier@cocoafl.org**

RE: Sanitary Sewer Mid-Term Cleaning FY 2018

Dear Chris,

Insituform Technologies, LLC. (ITLLC) is pleased to provide the following proposal for the cleaning & inspections of the sanitary sewer as identified and directed by the City of Cocoa. This proposal is based off of the current continuing services contract awarded to ITLLC by the City of Daytona Beach – Contract No. 0113-1010.

PROPOSAL PRICING

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
N-1	Heavy Cleaning and Inspection 8" - 12" diameter	LF	$1.60	20,750	$33,200.00
O-1	Root Removal 8"-12" diameter	LF	$3.20	2,000	$6,400.00
P-1	Tuberculation Removal	LF	$18.00	200	$3,600.00
OO	Mobilization	LS	$1,500.00	1	$1,500.00
				Total:	**$44,700.00**

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. One electronic copy of all video inspection files and CCTV reports.
3. 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.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and cleaning operations.
3. Point repairs.
4. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
5. Locations of and access to all manholes associated with the Project and as required by ITLLC's work plan.
6. Restoration of any area damaged during the cleaning and inspection process.
7. Removal and disposal of any hazardous or toxic materials encountered during the Project.
8. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
9. Disposal of sand, silt and debris from the sanitary sewer system.
10. State and local sales and/or use taxes.
11. Additional premiums for special insurance coverage(s) specific to this project.
12. Any change in scope such as diameter and length not specified in plans.

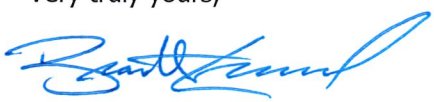
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Please do not hesitate to contact me with any further questions.

Very truly yours,



Brandt Curvel
Project Mgr.

Accepted By: _____ Date: _____
(signed)

Accepted By: _____ Title: _____
(printed)

Legislation Details (With Text)

File #:	17-547	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	12/18/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Approve the FY 2017-2018 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $354,478.84. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY17-18 HOME Disbursement Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 18, 2017
Agenda Date: January 9, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the FY 2017-2018 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $354,478.84.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium. Home funds provide for the development of affordable housing and monitoring of residents.

The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD) based on the following factors where the first and sixth factors are weighted 0.1; the other four factors are weighted 0.2:

1) Vacancy-adjusted rental units where the household head is at or below the poverty level.
2) Occupied rental units with at least one of four problems: a) overcrowding; b) incomplete kitchen facilities; c) incomplete plumbing; and d) high rent cost.
3) Rental units built before 1950 occupied by poor households.
4) Rental units described in factor 2 multiplied by the ratio of the cost producing housing for a jurisdiction divided by the national cost.
5) Number of families at or below poverty level.

6) Population of a jurisdiction multiplied by a net per capita income (PCI).

Brevard County, as lead entity for the HOME Consortium, is responsible for the administration and compliance of regulations which govern these funds. A HOME Investment Partnership Program Disbursement Agreement between Brevard County and the four (4) cities is executed to ensure funds are administered in accordance to HOME regulations and also serve as a purchase order for the County to reimburse.

Staff recommends Council approve the FY 2017-2018 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $354,478.84 as follows:

FY 2017-2018 Allocation	$56,655.59
*Carry Forward Balance	$297,823.25
Total Contract Amount	$354,478.84

**the carry forward balance includes anticipated program income to be received during FY17-18 from the CHDO proceeds of the homes sales within the Regina Myra Subdivision.*

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted Yes
Accounts: 104-0000-331.54-00 in the amount of $56,655.59
104-0000-389.99-10 in the amount of $297,823.25
Source of Funds: __X__ Grant Source: HOME Investment Partnership Program

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the FY 2017-2018 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $354,478.84.

2017-2018 HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT

BETWEEN

BREVARD COUNTY AND THE CITY OF COCOA

THIS AGREEMENT entered into this _____ day of January 2018, with an effective date of October 1, 2017 by and between Brevard County Board of County Commissioners, a political subdivision of the state of Florida, hereinafter referred to as "County," and the City of Melbourne, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships (HOME) Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD) to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Titusville, the City of Cocoa, the City of Melbourne, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

WHEREAS, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low and low income citizens of Cocoa; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS

A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.

B. "Consortium" means the Brevard County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "City" means the City of Cocoa.

E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.

H. "HOME Program" means the US Department of Housing and Urban Development's HOME Investment Partnerships Program.

I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.

J. "Lead Entity" refers to Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization ("CHDO"), which is directly generated from the use of HOME funds and matching contributions.

L. "Recaptured Funds" means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME regulations will constitute Program Income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Agreement is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME funds for FY 2017-2018 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: CHDO, Homeownership - New Construction and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a CHDO, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF AGREEMENT: This Agreement shall commence on October 1, 2017 and terminate on September 30, 2018, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes first.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $ ($56,655.59 current year's allocation and $297,823.25 carry forward funds). The parties recognize and agree that the funds must be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this

Agreement are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except CHDO funds which have five (5) years to be expended. The City will encumber the funds, within two (2) years, no later than September 30, 2019. Unless otherwise authorized by the Consortium, funds which remain un-encumbered will be subject to Section XIV.

SECTION VI. PROGRAM INCOME: All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City of Cocoa.

If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The City must comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Agreement, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Agreement under HOME regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY (AMP): The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the COUNTY'S AMP attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME assisted unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the County.

- No employee, officer, agent of the City, or its subrecipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict of Interest, either real or apparent, would be involved;

- The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements; and

- Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. OMB Circular A-87– which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request reimbursement of HOME funds under this Agreement until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503 derived from any projects set forth in this Agreement shall be accounted for by the City. Program Income received by the City from HOME eligible activities shall be deducted from HOME draw request (Exhibit F and G) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME draw request (Exhibit F and G). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 12, 2018.

SECTION XIII. REIMBURSEMENT: This Agreement and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City's commitment of HOME funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Agreement. Reimbursement will be contingent thereupon.

A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the County.

B. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Agreement.

C. The City shall submit to the County during the performance hereof the following:

    1. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;

    2. This information shall be submitted in a format which meets the County's requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Forms* attached as Exhibit F and Exhibit G.

D. Upon receipt of the above enumerated acceptable documentation, County will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Agreement , the HOME Administrator shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

E. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

F. Pursuant to Section 218.74 *Florida Statutes*, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the *Housing and Human Services Department* accepting the goods and/or services provided in accordance with the terms and conditions of this Agreement.

G. If a payment request is disputed, the City shall provide adequate documentation within ten (10) working days from receipt of a request which details the disputed charges.

H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 12, 2018. Payment requests submitted later than October 12, 2018 shall be credited to the following fiscal year.

The City shall take financial responsibility for any and all funds expended by the City on ineligible *HOME* activities, and shall reimburse the U.S. Department of Housing and Urban Development as

mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME activities.

SECTION XIV. RECAPTURE: The City understands that HOME CHDO funds will be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

A. Project Set-Up Report: The City shall initiate each proposed HOME activity by completing a Set-Up Report as required by HUD. The Set-Up Report will be retained by the City and a copy submitted to the County with the initial reimbursement request.

B. Reimbursement/Expenditure Report: The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Agreement.

C. Quarterly Progress Report: The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2018.

D. Project Completion Report: At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the City and a copy may be submitted to the County with the final reimbursement request.

E. Substantial Amendments: The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City will complete all applicable advertisement(s) and hearing(s). The City will forward the substantial amendment documentation to the County for submission to HUD.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Agreement any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Agreement for five (5) years after either the resolution of the final audit or HUD approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City will adhere to their existing monitoring policy. Any updates should be provided to the County. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Agreement. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

SECTION XIX. NON-ASSIGNABILITY: The City may not assign this Agreement without prior written consent of the County.

SECTION XX. ENFORCEMENT (SUSPENSION/TERMINATION): In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Agreement.

- The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

    1. Improper use of HOME funds;
    2. Failure to commit or expend HOME funds according to this Agreement (without written consent);
    3. Failure to comply with the work, Program or terms of this Agreement; specifically the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
    4. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports; and
    5. Intentional submittal of incorrect or incomplete reports in any material respect.

- The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

If payments are withheld the Lead Entity shall specify, in writing, the actions that must be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXI. INDEMNIFICATION: the City, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXII. INSURANCE: the City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Agreement, as the case may be as to the particular actions undertaken.

SECTION XXIII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, must recognize the funding provided by HOME funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIV. AMENDMENTS: This Agreement may be amended through completion of an Amendment to Disbursement Agreement form.
The City shall be required to handle any amendment/adjustment according to their City policies, but will acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXV. NOTICES: Formal notices under the terms of this agreement shall be sent by U.S. mail as follows:

Brevard County:
Ian Golden, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, FL 32940

City of Cocoa:
John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
65 Stone Street
Cocoa, FL 32922

IN WITNESS WHEREOF, the party has set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____
Frank Abbate, County Manager
(As approved by the Board on August 8, 2017)

Reviewed for legal form and content:

_____
Assistant County Attorney

ATTEST:

_____
Carie Shealy, City Clerk

_____
Henry U. Parrish III, Mayor
(As approved by the Council on _____ , 2018)

EXHIBIT A

AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME buyer projects containing five (5) or more HOME assisted units must comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.
2. Owner's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.
4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.
5. The participating entity MUST provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment must include:
    a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);
    b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and
    c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.
6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.
7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.
8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B

BUDGET

FY 2017-2018

ACTIVITY	FUNDED AMOUNT
CHDO	**$344,496.84**
Program Administration	**$ 9,982.00**
Owner Occupied Rehabilitation	
Purchase Assistance	
Unencumbered Funds	
Total HOME Funded Projects	**$354,478.84**
Program Income	

This Budget includes the City of Cocoa's FY HOME allocation of $56,655.59 plus carry forward funds in the amount of $297,823.25, for a total of $354,478.84.

EXHIBIT C

ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1ST Quarter Goal	2ND Quarter Goal	3RD Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$9,982.00			$2,589.00	$7,393.00	-0-
Purchase Assistance						
Owner Occupied Rehab/Replac.						
CHDO Set- Aside	$52,123.59				$52,123.59	-0-
Fair Housing						
Acquisition (Sell or Rent)						
Unencumbered funds						

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

EXHIBIT D

EXPENDITURE SCHEDULE

ACTIVITY	Beginning Balance	1ST Quarter Goal	2ND Quarter Goal	3RD Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	$9,982.00			$2,589.00	$7,393.00	-0-
Purchase Assistance						
Owner Occupied Rehab/Replac.						
CHDO Set- Aside	$344,496.84		$279,064.28		$65,432.56	-0-
Fair Housing						
Acquisition (Sell or Rent)						

The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.

EXHIBIT E

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____

Date Submitted: _____

A. Project Information

Agency: City of Cocoa

Person Preparing the Report: _____

B. Project Cost

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. Program Income

Program Income/Recapture: _____

Source of Program Income/Recapture: _____

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary): _____

_____

_____

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F

HOME Program Reimbursement Request

City of Cocoa **Date**_____

Request # _____

Attached is documentation for _____ **request number** ____ **for the reimbursement of HOME Program Expenditures described below:**

Administrative Expenses:

Year	**Activity**	**Activity Description**	**Total Amount Expended**	**Reimbursement Due from the County**

Please provide a copy of the signed contract for each new subrecipient agreement.

_____

Signature/Date

EXHIBIT G

HOME Draw Request

City of _____ **Date** _____

Request # _____

HUD Activity Year	HUD Activity Number	Activity Description	Activity Address		Revised Activity Funding Amt	Activity total of Prior Draws	Activity Balance	Final Draw Y/N	IDIS Adjustment Requirement	Program Income Used	Comments

Legislation Details (With Text)

File #:	18-4	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	1/2/2018			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Ordinance No. 12-2017/2nd and Final Reading: Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-2017 Medical Marijuana Ban Ordinance No. 12-2017 Ad-1st rdg Ordinance No. 12-2017 Ad-2nd rdg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 2, 2018
Agenda Date: January 9, 2018
Prepared By: Anthony Garganese, City Attorney
Through: City Manager's Office
Requested Action:
Approve the Second reading of Ordinance No. 12-2017, Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City.

BACKGROUND:

On January 24, 2017, in Ordinance No. 18-2016, the City Council adopted a temporary moratorium prohibiting any and all medical cannabis activities within the jurisdictional limits of the City of Cocoa during the moratorium period, which expired on October 21, 2017. In conjunction with the moratorium, the City Council directed City staff, in consultation with the City Attorney, to develop proposed land development regulations and other recommendations regarding such cannabis related activities. However, given the intervening enactment of amendments to section 381.986, Florida Statutes, the City Council unanimously gave preliminary direction to the City Manager, City Attorney's Office, and the Community Services Department to prepare an ordinance prohibiting medical marijuana treatment center dispensing facilities in the City. Senate Bill 8-A contained preemption provisions regarding dispensing facilities of medical marijuana treatment centers, providing that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality. However, a municipality that does not ban dispensing facilities may not place specific limits on the number of

dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

1. On January 24, 2017, the City Council adopted Ordinance No. 18-2016, imposing a temporary moratorium on any and all medical cannabis activities within the jurisdictional limits of the City of Cocoa during the moratorium period.

2. The temporary moratorium expired on October 21, 2017.

3. Subsequent to the adoption of Ordinance No. 18-2016, the Florida Legislature held a special session at which the Legislature enacted SB 8-A (including amendments to Section 381.986, Florida Statutes), which

was intended to implement Article X, Section 29 of the Florida Constitution (commonly known as "Amendment 2"). SB 8-A was signed by Governor Scott on June 23, 2017, and became effective immediately.

4. With respect to regulating the location of dispensing facilities of medical marijuana treatment centers, Section 381.986, Florida Statutes, substantially changes the manner in which municipalities can regulate the location of dispensing facilities of medical marijuana treatment centers. Specifically, Section 381.986, Florida Statutes now contains a preemption provision regarding dispensing facilities of medical marijuana treatment centers, providing that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality.

5. However, a municipality that does not ban dispensing facilities may not place specific limits on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

6. Therefore, at least with respect to enacting zoning laws regulating the location of dispensing facilities within the jurisdictional limits of the City of Cocoa, Section 381.986, Florida Statutes, appears to provide a "binary choice" for the City Council to consider. The City Council can either: (i) ban medical marijuana treatment center dispensing facilities, or (ii) treat such facilities like pharmacies for purposes of determining permitted locations.

7. Currently, the City of Cocoa zoning regulations expressly allow traditional pharmacies (drug and sundry stores) to be located within: R-P Residential Professional District; P-S Professional, Offices and Services District; C-R Restricted Commercial District; C-N Neighborhood Commercial District; C-G General Commercial District; CBD Central Business District; C-W Wholesale Commercial District; M-I Light Industrial and Warehouse District; UMD Urban Mixed Use District; and the Cocoa Waterfront Overlay District (Uptown Neighborhood CBD, South of the Village CBD, South End CBD, Waterfront CBD, Cocoa Village CBD, North of the Village C-G, King Willard CBD Sub districts).

8. On October 10, 2017, the City Manager, City Attorney's Office, and Community Services Department requested direction from the City Council to determine whether it would like to (i) allow the temporary moratorium to expire, which would allow dispensing facilities to locate in the City in the same manner as pharmacies; (ii) ban medical marijuana treatment center dispensing facilities within the City's

jurisdictional boundaries; or (iii) extend the temporary moratorium. The City Council unanimously requested that the City Attorney's Office prepare an ordinance to prohibit medical marijuana treatment center dispensing facilities in the City for recommendation by the Planning and Zoning Board.

9. The Planning and Zoning Board recommended approval of Ordinance No. 12-2017, prohibiting medical marijuana treatment center dispensing facilities in the City, at a special meeting on October 26, 2017.

Upon final adoption of this Ordinance, the City Council could revisit this matter at a later date if circumstances and the parameters and limited options under the current statutory preemption change, or Council directs that staff reevaluates the City's overall regulatory scheme related to pharmacies in light of limited statutory scheme related to medical marijuana treatment centers .

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA-There is no direct impact related to the City Council's consideration of this Agenda item.

PREVIOUS ACTION:

The City Council at its January 24, 2017 meeting, approved a temporary moratorium on medical cannabis activities in the City of Cocoa, which expired October 21, 2017. The City Council unanimously requested the City Attorney's Office to prepare an ordinance prohibiting medical marijuana treatment center dispensing facilities in the city at its October 10, 2017 meeting. The Planning and Zoning Board recommended approval of this ordinance at its October 26, 2017 special meeting. The City Council approved the Ordinance on First Reading at the December 12, 2017 Council meeting.

RECOMMENDED MOTION:

Approve the Second reading of Ordinance 12-2017, Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City

ORDINANCE NO. 12-2017

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

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, on January 24, 2017, the City Council of the City of Cocoa adopted Ordinance No. 18-2016, which established a temporary moratorium on medical cannabis activities within the jurisdictional limits of the City during the moratorium period, which shall expire on October 21, 2017; and

WHEREAS, subsequent to the adoption of the temporary moratorium, the Florida Legislature passed SB 8-A, amending section 381.986, Florida Statutes, in the 2017 Special Session, which was approved by the Governor and became effective immediately on June 23, 2017; and

WHEREAS, SB 8-A implements Article X, Section 29 of the Florida Constitution (commonly known as "Amendment 2") and further contains specific preemption provisions regarding dispensary facilities of medical marijuana treatment centers; and

WHEREAS, specifically, SB 8-A provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality, but that a municipality that does not ban dispensing facilities may not place specific limits either on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes; and

WHEREAS, the City Council determines that it must update its ordinances relating to medical marijuana treatment center dispensing facilities to comply with state law; and

WHEREAS, without an ability to regulate the number, location and distance requirements of medical marijuana treatment center dispensing facilities in a manner different from licensed

pharmacies, apart from distance from schools, which is set at 500 feet per state law, the City is unable to promote the public health, safety, and general welfare of its citizens; and

WHEREAS, the City Council determines that it is in the best interests of the public health, safety and welfare of the citizens of the City of Cocoa to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the City; and

WHEREAS, the City Council unanimously directed that the City Attorney prepare an ordinance to impose a ban on medical marijuana treatment center dispensing facilities in the City pursuant to Section 381.986(11)(b), Florida Statutes, at its regular city council meeting on October 10, 2017.

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

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

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

APPENDIX A – ZONING

*** * ***

ARTICLE V. – DEFINITIONS

For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

*** * ***

MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITY. A facility of a medical marijuana treatment center, as that term is defined in s. 29, Art. X of the Florida State Constitution, which dispenses marijuana, products containing marijuana, related supplies or educational materials to qualifying patients or their personal caregivers, as defined in s. 29, Art. X of the Florida State Constitution and section 381.986, Florida Statutes, but shall not include facilities growing, cultivating or processing marijuana or derivative products.

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 31. – Medical Marijuana Treatment Center Dispensing Facilities.

Medical marijuana treatment center dispensing facilities shall be prohibited from locating in any district of the City. The City will not accept, process or approve any request or application for a development order, building permit, or other approval associated with a proposed medical marijuana treatment center dispensing facility.

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

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **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 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

[Signature Page Follows]

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of January, 2018.

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Becky Holland**, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Bids and Proposals

as published in **FLORIDA TODAY** in the issue(s) of:

10/21/17

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 23th of October 2017, by Becky Holland who is personally known to me

A. Bell

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020

Publication Cost: $159.99
Ad No: 0002483852
Customer No: BRE-6CI200

FLORIDA NOTARY ASSOCIATION · SINCE 1976 ·

Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

AD#2483852 10/21/2017

CITY OF COCOA
NOTICE OF ZONING CODE CHANGE

NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING ORDINANCE:

ORDINANCE 12-2017
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A – ZONING OF THE CODE OF THE CITY OF COCOA; PROHIBITING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES FROM LOCATING WITHIN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD / LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON THURSDAY, OCTOBER 26, 2017 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL FIRST READING PUBLIC HEARING WILL BE HELD ON TUESDAY, NOVEMBER 14, 2017 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.
The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.
SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

CITY OF COCOA
NOTICE OF ZONING CODE CHANGE

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

ORDINANCE 12-2017

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

**CITY COUNCIL SECOND READING
PUBLIC HEARING
WILL BE HELD ON
TUESDAY, JANUARY 9, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL**

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000599731

Legislation Details (With Text)

File #:	17-538	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	12/5/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Approve the requested 2018 street closures in association with the proposed Special Events. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018_RC_Council_Agenda_Final				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2017
Agenda Date: January 9, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Karen Hamilton, Community Services Director
Requested Action:
Approve the requested 2018 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Events:

Martin Luther King Jr. Peace March and Service, January 15, 2018 12:00pm-3:00pm.
Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park. This event does not require a street closure. However, the Peace March does include the streets of Cocoa including the SR520. The organizers are required to have the proper DOT permitting in place to hold the march.
Total Closure Days- Zero Days

Cocoa Village Mardi Gras, February 17, 2018 (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

HCVA Spring Craft Fair, Saturday, March 3 and 4, 2018 (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, Monday, April 30, 2018 (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 21, 2018 (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 12-13, 2018 (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

HCVA Car Show Saturday, September 15, 2018 (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

2018 Walk to End Alzheimer's, September 22, 2018 (6:00 am - 2:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive
Riverside Drive: Between Church St. and Derby St.
Delannoy Avenue: Between Derby St. Harrison St.
Harrison Street: Between Delannoy and Brevard Ave.
Brevard Avenue: Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd: To John Garren Ln

John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure Days- One Day

HCVA Fall Craft Fair, October 20-21, 2018 (2:00 am October 20 - 5:00 pm October 21)

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

Christ Central Church Annual Fall Festival, Saturday, October 27, 2018 (1:00 pm - 8:00 pm)

Coquina Drive: between Michigan Ave. and the easterly end of church property

Total Closure Days- Zero Days (Location is not in the CBD)

City of Cocoa Fall Festival in the Village, Saturday, October 27, 2018 (2:00 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

Intracoastal Waterway Century Ride- Sunday, October 28, 2018 - Space Coast Free Wheelers

The corner of Delannoy Ave. and Harrison St. from 7:30 am-8:15 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.

Total Closure Days- Half Day

FEDS of Brevard STEP Up for Down Syndrome, Saturday, November 3, 2018 (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- One Day

HCVA Holiday Craft Fair, December 1-2, 2018 (2:00 am December 1-5:00 pm December 2)

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 Rockledge Holiday Parade and Tree Lighting, December, 8, 2017 (2:00 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- One Day

The total number of street closure days if approved is 16.5

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:

The 2017 Road Closure requests were approved last year.

RECOMMENDED MOTION:

Request Council approval of all 2018 Road Closures listed in this request. An attachment of the requested closures has been included.

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/15/2018	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	12pm-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
2/17/2018	Cocoa Village Mardi Gras	8000	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
3/3-4/2018	HCVA Spring Craft Fair	10000-12000	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
3/30/2018	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Village	Race Route Closure 5:00pm-10:00pm Harrison between Riveredge and Delannoy 5:00pm-11:59pm	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

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
4/21/2018	HCVA - Car Show	500	Cocoa Village		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
05/12-13/2018	HCVA Summer Craft Fair	10000-12000	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
9/15/2018	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

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
9/22/2018	2018 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6am-2pm	Riverfront Park to Church Street continuing to Riverside Drive Riverside Drive: Between Church St. and Derby St. Delannoy Avenue: Between Derby St. Harrison St. Harrison Street: Between Delannoy and Brevard Ave. Brevard Avenue: Between Harrison St. and Rosa L. Jones Blvd Rosa L. Jones Blvd To John Garren Ln John Garren Lane Between Rosa L. Jones and Orange Street Orange Street: Between John Garren Ln and Florida Ave. Florida Avenue: Between Orange Street and Stone St. Stone Street: Between Florida Ave and Brevard Ct. Brevard Court: Between Florida Ave and Orange St. Orange Street: Between Brevard Ct and Brevard Ave. Church Street: Between Brevard Ave and Delannoy St. Delannoy Avenue: Between Church Street and Harrison St. Harrison Street: Between Delannoy and Riversedge leading back into riverfront Park along the river.		1.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
10/20-21/2018	HCVA Fall Craft Fair	10000-12000	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: Riveredge Dr. and Brevard Ave.		2.00
10/27/2017	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
10/27/2018	City of Cocoa'sFall Festival in the Village	6,000	Cocoa Village and Riverfront Park	2pm-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
10/28/2018	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:00-8:30am	Delannoy & Harrison		0.50

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
11/3/2018	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.		1.00
12/1-1/2018	HCVA Holiday Craft Fair	9,000	Cocoa Village	2am-5pm	Factory Oleander St: Between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: Between Church St. and King St (SR520) Harrison St: Between Riveredge and Brevard Ave.		2.00
12/8/2017	Cocoa/Rockledge Holiday Parade and Tree Lighting**	500	Rockledge/Cocoa Village	4pm-8pm	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.		1.00
	****City sponsored function**					**Total**	**16.50**

Legislation Details (With Text)

File #:	17-549	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/19/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Consider the Reappointment of Mr. Joe Robinson as a regular member of the Housing Authority of the City of Cocoa through December 31, 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12_19_17 Reappointment paperwork.pdf Housing Authority Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2017
Agenda Date: January 9, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Mr. Joe Robinson as a regular member of the Housing Authority of the City of Cocoa through December 31, 2021.

BACKGROUND:

Mr. Joe Robinson has served as a member of the Housing Authority of the City of Cocoa since December, 2013. He also serves as Chairman of the Board. His initial term was a four year term, and expired on December 31, 2017. Since there was not a second City Council meeting in December, this item was not able to be brought forth to Council until the first meeting in January.

Mr. Robinson currently meets all of the qualifications for serving on the Cocoa Housing Authority, and has expressed an interest to serve another four year term. If reappointed, his new term would be through December 31, 2021.

A current Housing Authority Roster is attached for your review, along with his intent to seek reappointment.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints Board members as vacancies occur and terms expire.

RECOMMENDED MOTION:

Consider the Reappointment of Mr. Joe Robinson as a regular member of the Housing Authority of the City of Cocoa through December 31, 2021

In response to inquiry by the Office of the City Clerk, I, Joe Robinson

✓ seek reappointment

____ do not seek reappointment

as a member of the Housing Authority Board for the City of Cocoa for a four-year term.

Sincerely,

Joe Robinson

Additional Comments: A Great Board to work with - and a very professional staff

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
DEC 11 2017
OFFICE OF THE CITY CLERK

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 ***initial term 1/1/14-12/31/17 (four year)***	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 ***initial term 1/1/14-12/31/14 (one year)***	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) marijack77@gmail.com	12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	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	12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2020
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 ***initial term 1/1/14-12/31/17 (four year)***	December 31, 2017
LIAISON	Mayor Parrish		Updated 01/17	
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	

Legislation Details (With Text)

File #:	18-1	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	12/21/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Approve an Extension to the Period of Performance for the Continuation of Work with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, under Bid #B-16-09-COC, Filter Media Removal and Replacement; To Approve a Budget Resolution Amending the FY2018 Budget using Restricted Cash Carry Forward/Restricted Assets; To Approve Amendment #1 to the Form of Agreement to Allow for Repairs to Groundwater Filter #6; To Authorize the City Manager to Execute the Amendment and approve the Purchase Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Leopold Inspection Report 6-6-2017 Petticoat Change Order Proposal 12-20-2017 Budget Resolution.pdf BAF-UT-Filter Media Amendment (1-9-18)~ Agenda 18-001 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 21, 2017
Agenda Date: January 9, 2018
Prepared By: Kristoffer N. Smith, E.I., Utilities Engineer I
Through: John. A Walsh, P.E., Utilities Director
Requested Action:
To Approve an Extension to the Period of Performance for the Continuation of Work with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, under Bid #B-16-09-COC, Filter Media Removal and Replacement; To Approve a Budget Resolution Amending the FY2018 Budget using Restricted Cash Carry Forward/Restricted Assets; To Approve Amendment #1 to the Form of Agreement to Allow for Repairs to Groundwater Filter #6; To Authorize the City Manager to Execute the Amendment and approve the Purchase Order

BACKGROUND:

On April 12, 2016, City Council awarded Bid # B-16-09-COC, Filter Media Removal and Replacement to Petticoat Schmitt Civil Contractors, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media in Groundwater Filters #1 and #3 at the Dyal Water Treatment Plant. No contingency was requested or approved at that time. On February 14, 2017, a change order in the amount of $4,888.43 was approved by City Council to allow for removal of a filter underdrain cap for testing.

Removal and replacement of the filter media was underway on Groundwater Filter #3 when on April 11, 2017, Groundwater Filter #6 suffered a failure of the underdrain system during a routine backwash procedure. As a result, Petticoat-Schmitt was directed to halt work on Filter #1 and substitute the removal of the media from Filter #6 so that the underdrain system could be inspected.

On June 6, 2017, the filter manufacturer, Leopold, inspected the filter underdrain system and found that the underdrain caps had clogged with calcium carbonate precipitation and impeded the flow of water, leading to the catastrophic failure of the underdrain system. The manufacturer recommended removal and replacement of all underdrain caps along with cleaning of the filter and adding new grout sealant throughout. (The report is submitted as an attachment.)

Petticoat-Schmitt remains mobilized at the Dyal WTP as they complete another project, and they have submitted the attached proposal to include the removal and replacement of the underdrain system in Groundwater Filter #6 as recommended by the manufacturer as part of their work under Bid # B-16-09-COC.

Petticoat-Schmitt could not complete their original scope of services in FY2017 due to the underdrain failure. Therefore, staff requests that the FY2018 budget be amended to cover the extension of the period of performance and continuation of work under the contract with Petticoat-Schmitt and Amendment #1 to the Form of Agreement be approved to augment the scope of work to include the recommended repairs to Filter #6. The Filter Media Replacement Project was budgeted for FY2018, and no contingency was requested or approved at project inception. The budgeted funds will be used to fund this amended scope of work. A new Purchase Order for 2018 will be issued for the total amount quoted of $368,211.40 within a Capital Account, since a purchase order is not currently active and staff is concurrently requesting a continuation of work that could not be completed. In addition to the budgeted funds within Repair and Maintenance, staff is requesting the use of Restricted Cash Carry Forward/Restricted Assets to fund this repair.

Staff requests approval of a Resolution amending the FY2018 budget to allow for the continuation of work under Bid # B-16-09-COC for repairs to Groundwater Filter #6. Filter #3 was completed in FY 2017. The work on Filter #1 will be postponed and eventually re-bid.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budget, is amendment/transfer attached?	Yes
Amount Requested	$113,212
Account Number	421-4020-536.63-00
Account Name	Infrastructure
Source of Funds: Restricted Cash Carry Forward	421-0000-389.99-11
Amount Requested	$255,000
Account Number	421-4020-536.63-00
Account Name	Infrastructure

Source of Funds: Repair and Maintenance	421-4020-536.46-00
Total P.O. for FY2018 Project WS18FM	$368,212
Original Purchase Order (FY17)	69585
Original P.O. Amount	$153,713.43

PREVIOUS ACTION:

On April 12, 2016, City Council awarded Bid # B-16-09-COC, Filter Media Removal and Replacement to Petticoat Schmitt Civil Contractors, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media in Groundwater Filters #1 and #3 at the Dyal Water Treatment Plant. No contingency was requested or approved at that time.

On February 14, 2017, Change Order #1 to FY17 P.O. 69585 in the amount of $4,888.43 was approved by Council to allow for removal of a filter underdrain cap for testing.

RECOMMENDED MOTION:

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

powered by Legistar™

FIELD SERVICE REPORT

Filter Inspection

REV. 01
1/10/14

General Information

Leopold Representative Printed Name: Mike Stilts	Contract Number:I16094
Arrival Date:6/6/17	Departure Date: 6/6/17
Filter Number(s) Involved During Visit : 6L , 6R	Total Number of Filters Onsite: 6 dual bays, 12 cells

Customer & Plant Information

Contractor Information (Include contractor Name, Address, P#, Email):	Plant Information (Include Name, Address, P#, Email):
Petticoat Schmitt Civil Contractors **6380 Phillips Hwy. Jacksonville, FL 32216** **Paul Gilsdorf** **Phone: 904-365-4334**	**Dyal Water Treatment Plant** **28400 Hwy 520** **Christmas, FL 32709**

Underdrain Type	IMS Type	Grout Pour Type	Flume Type	Air Header Type
☒ S	☒ Cap	☒ Two Part	☐ Front	☐ J Pipe
☐ SL	☐ 200	☐ Mono	☐ Center	☐ Top Feed
☐ XA	☐ 1000	☐ XA Patty	☐ Flat	☐ Wall Feed
	☐ None		☒ Wall Feed	☒ Orifice Plate

Filter was installed in 2005. Leopold Contract M3-4318

Observations

Filter cell 6L

- Several IMS ® caps were stressed and have leaks around the perimeter where the 3m sealant has blown out.
- There is a lot of calcium carbonate build-up seen on the top of the IMS caps and grout joints.
- The area of uplift is significance and requires a lot of force to create this condition.
- The internal chambers of underdrain blocks are full of media. The flume most likely is full as well.
- The orifice plate at the flume wall was sealed properly.
- The encapsulated air piping was in good condition. No leaks were found.

Filter cell 6R

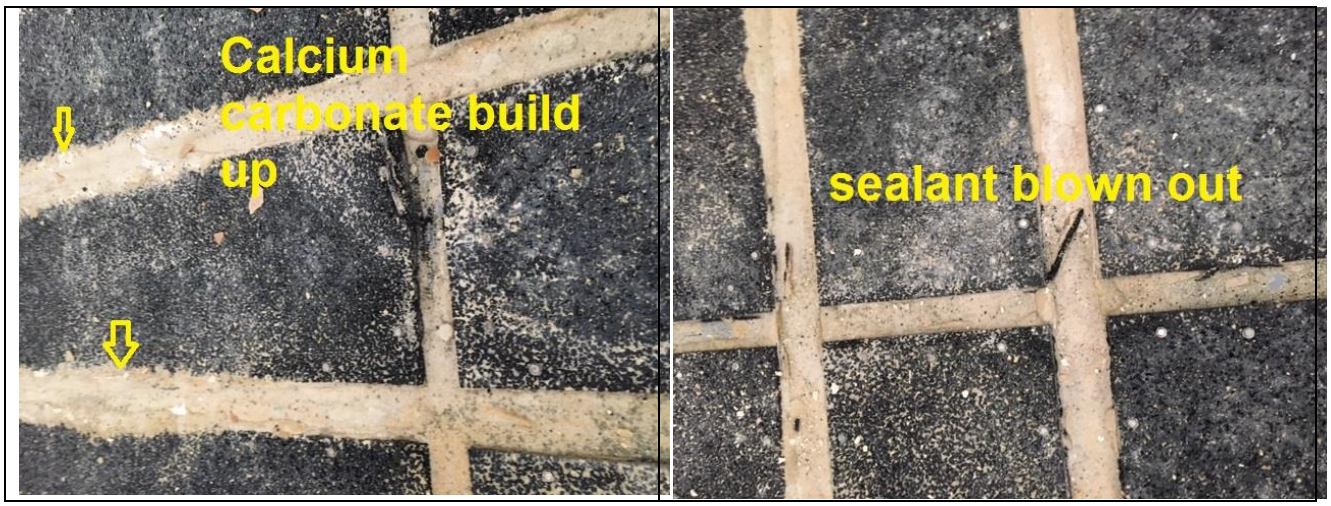
- Several IMS ® caps were stressed and have leaks around the perimeter where the 3m sealant has blown out.
- There is a lot of calcium carbonate build-up seen on the top of the IMS caps and grout joints.

- Some caps were removed and at least two inches of media was found in the internal chambers of underdrain blocks.
- No visible underdrain uplift was seen during inspection.

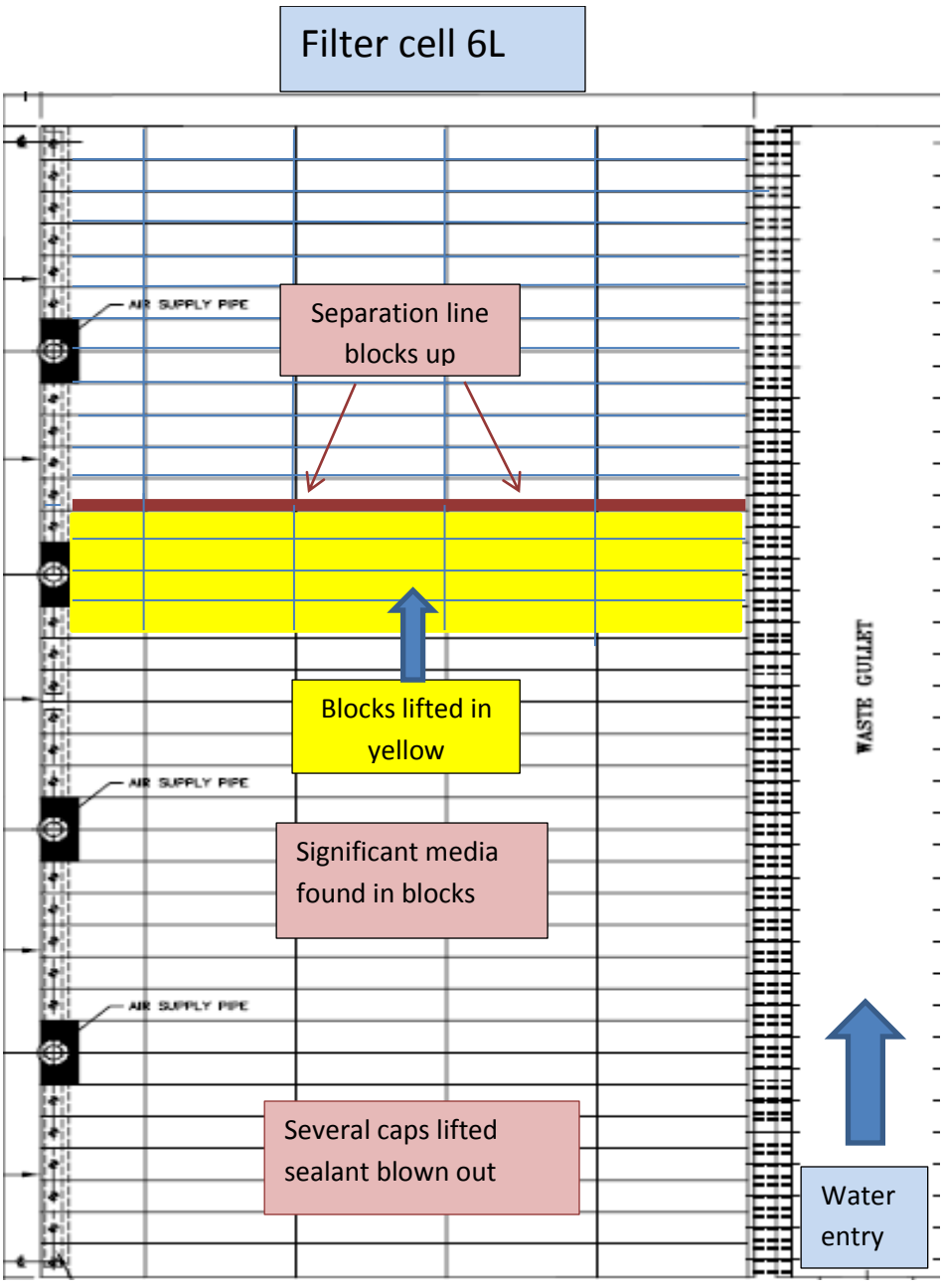


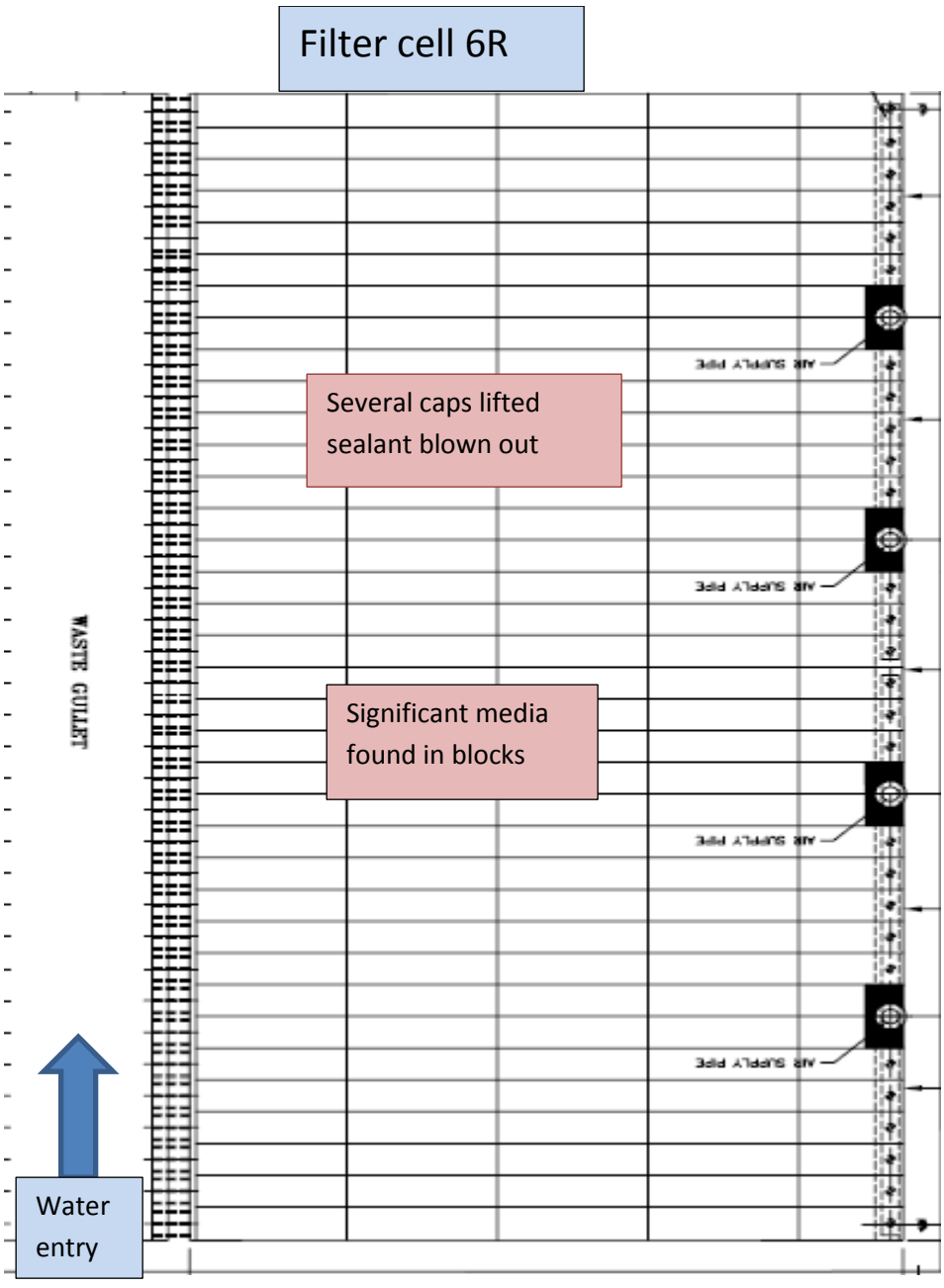



Filter 6L
lifted


Calcium carbonate build up
sealant blown out


Blocks removed packed with media


Filter cell 6L
AIR SUPPLY PIPE
Separation line blocks up
Blocks lifted in yellow
AIR SUPPLY PIPE
Significant media found in blocks
AIR SUPPLY PIPE
Several caps lifted sealant blown out
WASTE GULLET
Water entry


Filter cell 6R
Several caps lifted sealant blown out
Significant media found in blocks
WASTE GULLET
Water entry

Conclusions

- Filter 6L has lifted due to an extreme upward force.
- The IMS ® caps are restricted and have contributed to the extreme uplift force.
- Underdrain laterals are plugged with media due to the uplift and leaking IMS ® caps.

Recommendations

1. Both 6L and 6R underdrain laterals need removed.
2. All chamfers need removed.
3. All base grout will need removed.
4. All cement around air header piping needs removed. Care should be taken not to damage piping.
5. The buried air header piping and orifice plate can be preserved if care is taken during filter demo. The orifice plate will need removed cleaned and re-installed. Any sealant on wall would need removed.
6. Air header piping should be flushed of any debris or media.
7. Flume and backwash piping would need flushed prior to installation of new underdrain.
8. Filter tank cleaned to accept new underdrains.
9. Install new underdrains let cure.
10. Fully test at design rates with air and water. If passes proceed with new media installation.

Service Sign-Off (Leopold Representative to Fill In)

Leopold Representative Printed Name & Signature:

Mike Stilts

Michael R Stilts

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

CHANGE ORDER REQUEST

COR# 3R3
DATE 12/20/2017

JOB # 16073
Claude H. Dyal Water Treatment Plant
Filter Media Replacement

TO: Greg Kolb - Project Manager - CH2M
Steve Riley - Project Manager - CH2M

Project# : 180167

Reference: Filter Underdrain System - Filter 6
RFP#

Unless otherwise clarified, this proposal expires 30 calendar days after the date above.

Description:
This is the additional cost to perform the remedial work in filter 6 to remove the existing filter bottoms, prep the area for installation of new filter bottoms, purchase and install new filter bottoms. The work shall be performed in accordance with the specification 44 43 34 provided by CH2M dated 7/17/17 and the quote for a Leopold filter system as supplied by Xylem Water Solutions.

We will proceed with caution to remove the filters and grout without causing damage to the orifice plate, however should it be damaged as a result of the demolition process, we would expect to be reimbursed the cost to purchase new materials as necessary. This price does not include an anchor rod installation and assumes the filter blocks will only be grouted in place. This price assumes all necessary water for testing will be supplied by Owner. Since this is an operating facility, any necessary backwashes for installation or testing will be performed by the Plant Staff. The Underdrain Lateral Flow Distribution Tests will be conducted by the Plant Staff, and any necessary plugs for stopping test water from leaving the filter are not included as we do not have a way of knowing what needs to be supplied. PSCC will supply pumping and distribution hose to remove excess water from the filter to a nearby Plant designated drain as necessary.

We propose a **ADD** to our contract of: **$368,211.40** Upon acceptance of this proposal.

Extension of contract time with this extra **394** days. This assumes realease to proceed by Feb 1 2018

N/A	1	This proposal does not include any $ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved.
X	2	Extension cost is included in this proposal.
N/A	3	Acceleration cost to maintain project schedule is included in this proposal.

1. MATERIALS:

ITEM	QUANTITY	U/M	PER UNIT	TOTAL
Xylem Water Solutions USA - Leopold Filter Eqpt.	1.00	Sum	$189,000.00	$189,000.00
Unifilt - Increased charges for media	1.00	Sum	$10,059.00	$10,059.00
Grout (435 CF, assume .4 CF per bag) Masterflow 928	1088.00	BAG	$27.36	$29,767.68
Anchors (Includes nut/ washer and lock washer)	225.00	EA	$1.76	$396.00
Epoxy - Hilti RE 500	7.00	EA	$39.87	$279.09
Sikaflex 1A	100.00	EA	$4.25	$425.00
				$0.00
		Extension sheet attached		
			Subtotal	$229,926.77
	Consumables	2%	of Sub-total (1)	$4,598.54
			SUBTOTAL 1	$234,525.31

2. SUBCONTRACTS:

ITEM	QUANTITY	U/M	PER UNIT	TOTAL
Dumpster For Removal of Material	16.00	Pulls	$330.00	$5,280.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL 2	$5,280.00

3. CONSTRUCTION EQUIPMENT:

ITEM	HR/DAY/WK	U/M	RATE	TOTAL
Loader	44.00	HR	$46.50	$2,046.00
Lull (30' reach)	1.00	MO	$2,375.00	$2,375.00
Trash pump to aid install of media	1.00	MO	$910.00	$910.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL 3	$5,331.00

#

4. FIELD LABOR

Description	RATE	HOURS	TOTAL
Remove laterals, grout bed and clean	28	362	$10,136.00
Install New Filter Bottoms	28	744	$20,832.00
			$0.00
			$0.00
			$0.00
			$0.00

			Total labor	$30,968.00
Hand Tools / Safety	5.00%			$1,548.40
			SUBTOTAL 4	$32,516.40

DIRECT COST SUBTOTAL **$277,652.71**

5. GENERAL CONDITIONS: 5.00% (1+4) $13,541.22

6. MISCELLANEOUS:

Insurance:	1.00%	of Direct Cost	$2,776.53
Taxes: (State & Local Sales)	6.50%	of 1 & 3	$15,590.66
		Total (6)	$18,367.19

7. CONTRACT EXTENSION COST

394	Working Days Extended	X	$20.00	Daily Rate	Total (7) $7,880.00

8. MARKUP:

5.00%	On Subcontractor	$264.00
15.00%	On Self-Perform	$46,824.17

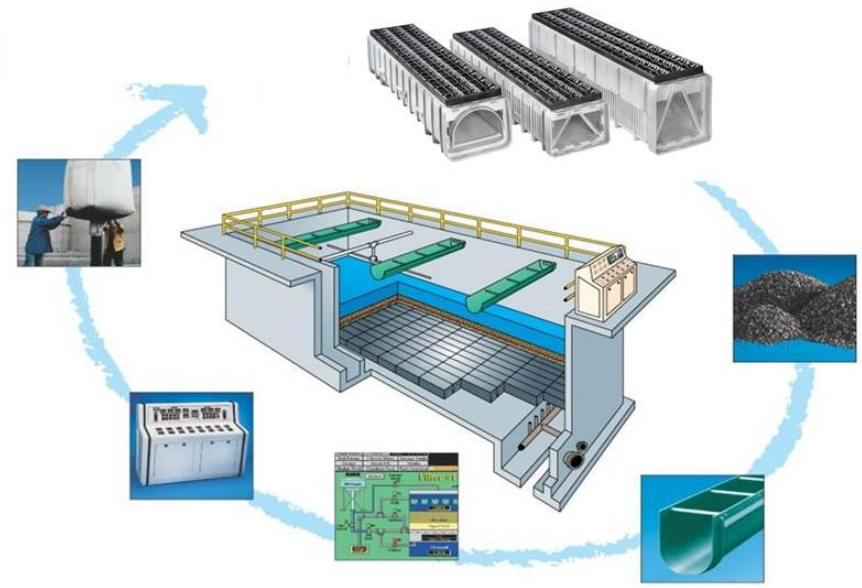
10. BOND: 1.00% of TOTAL Total (10) $3,682.11

TOTAL **$368,211.40**

Firm Proposal

Dyal WTP

Cocoa, FL



Prepared for:

Bidding Contractors

7/18/2017

Xylem Water Solutions USA, Inc.
227 S. Division St.
Zelienople, PA 16063
Mr. Chris Ball
Direct: 724-453-2109
Mobile: 724-713-7145
Email: chris.ball@xyleminc.com

7/18/2017

Project name : Cocoa, FL Dyal WTP
Project number : I17248 REV01

Dear Bidding Contractors:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Cocoa, FL Dyal WTP project.

We hope that our proposal comes up to your expectation. If you have any questions please do not hesitate to contact me or our local representative.

Respectfully,

Chris Ball
Senior Sales Engineer

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc.
This quotation has been prepared using previous contract drawing M3-4318-L, Leopold's specification, and bid section 44 43 34 received from bidding contractor.

FILTER UNDERDRAIN SYSTEM:

LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN

This proposal is based on re-using the existing air header pipe in the filter.
Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in one (1) dual cell filter comprised of two (2) filter cells. Each filter cell measures 19'-0" lateral run x 36'-8". The total filter area is 1,396 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and wall insert transition piece.

IMS® (INTEGRAL MEDIA SUPPORT) CAP
Under this section, we propose to furnish 1,396 square feet of IMS® (Integral Media Support) Cap. IMS® cap shall be made of plastic beads sintered together and molded to match the surface of the Leopold Universal Underdrain.

1.2 SERVICES

MANUFACTURER'S SERVICES (FILTER EQUIPMENT) :

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of twelve (12) days (8 hr/day) on site four (4) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

2 Price & Scope of Supply

2.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation is reviewed by Xylem Water Solutions USA, Inc before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addresses to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for **a total selling price of:**

$_____ All prices are DAP Job Site**.**

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

MTS Environmental, Inc.
3102 Sawgrass Village Circle
Ponte Vedra Beach, FL 32082
Phone: (904) 273-8600
FAX: (904) 273-1166

Attention: Bob Solomon

Payment terms:

10% net 30 days upon initial submittal of mechanical drawings for approval
80% net 30 days from the date of the respective shipments of the product
5% installation of the Leopold equipment, NTE 150 days after shipment
5% start-up / training on the Leopold equipment, NTE 180 days after shipment

3 Commercial Terms & Conditions

3.1 DELIVERY SCHEDULE

3.1.1 Production schedule

Submittal of mechanical drawings for approval 4 to 6 weeks after order acceptance.

Submittal of EIC drawings (if applicable) for approval 6 to 8 weeks after order acceptance.

3.1.2 Delivery time

Delivery of fabricated items and filter media 8 to 10 weeks after drawing approval.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

3.2 T&C'S FOR PROPOSAL

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). In the case of any conflict among the foregoing documents, these terms shall take precedence with the exception of price and delivery which shall be governed by the order acknowledgment (if any) and invoice, and the warranty which shall be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation ***or*** sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in the local currency where Seller's office is located and to which the order has been submitted. Payment in full is due within thirty (30) days from the invoice date unless otherwise stated in Seller's documentation. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security

satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

5. Title, Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Incoterms 2010 Ex Works (Seller's plant or Distribution Center). Title shall pass when risk of loss transfers. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Related Party Buyers are defined as Buyers, directly or indirectly, owned more than 50% by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the USA to Related Party Buyers, title and risk of loss for the material shall pass to the Related Party Buyer at the port of destination. Incoterm 2010 shall be DAP (Destination). Related Party Buyer shall be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the USA, delivery and transfer of risk of loss shall be Incoterm 2010 FCA (Seller's plant or Distribution Center) unless otherwise specified. Title shall pass when the risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to this Agreement and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless a longer period is provided by law or is specified in the product documentation (the "Warranty"). For services, the warranty period shall be three (3) months from the date of invoice unless otherwise expressly set forth in the quotation or sales form or order acknowledgment.

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

7. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's quotation. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

8. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

9. USED EQUIPMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, USED EQUIPMENT IS SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTTIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE EQUIPMENT, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorised repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact which such customers.

20. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

21. Export Regulation. Seller's products, including any software, documentation and any related technical data included with, or contained in, or utilized by such products or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations, and Buyer shall complay with all such applicable laws and regulations. In particular, the Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any product to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any product is prohibited by applicable law, regulation or rule. The Buyer shall be responsible for any breach of this Section 20.

22. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

23. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

24. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

From: Bob Solomon <rsolomon@mts-florida.com>
Sent: Monday, July 24, 2017 10:05 AM
To: Paul Gilsdorf
Subject: Re: Claude H Dyal WTP, Cocoa FL

Leopold's is $189,000 plus tax.If you have any questions please call

Sent from my iPhone

> On Jul 24, 2017, at 8:44 AM, Paul Gilsdorf <pgilsdorf@petticoatschmitt.com> wrote:
>
> There was no price written in.
>
> Paul Gilsdorf
> Project Manager
>
>
> 6380 Philips Hwy. * Jacksonville, FL 32216 Direct (904) 365-4334 *
> Main Line (904) 751-0888 * Fax (904) 751-0988 www.PetticoatSchmitt.com
>
> -----Original Message-----
> From: Donna Rhodes [mailto:drhodes@mts-florida.com]
> Sent: Friday, July 21, 2017 3:31 PM
> To: Paul Gilsdorf <pgilsdorf@petticoatschmitt.com>
> Cc: Bob Solomon <rsolomon@mts-florida.com>
> Subject: Claude H Dyal WTP, Cocoa FL
>
> Good Afternoon Paul,
>
> Please find attached our Leopold quote per your request. If you should have any questions please let us know.
>
> Thank you,
> Bob
>
> Bob Solomon
> MTS Environmental
> 904-273-8600
>
>
>
>
> ---
> This email has been checked for viruses by Avast antivirus software.
> https://www.avast.com/antivirus

SECTION 44 43 34
FILTER UNDERDRAIN SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Specification becomes part of the Claude H. Dyal WTP Groundwater Filter #1 and #3 Media Replacement Project and includes Section 44 43 30, Filter Media Replacement.

B. Work on Filter #1 is deleted from Specification. Work on Filter #6 for media and underdrain replacement is added to Specification.

C. Work necessary to furnish and install complete, a new filter underdrain system for Filter No. 6 at the Claude H. Dyal Water Treatment Plant in Cocoa, FL, consisting of two cells measuring 36 feet by 19 feet, for a total square footage of 1,368 square feet.

D. This Specification describes a complete operational system to be furnished by a single responsible filtration system manufacturer. These Specifications are intended to give a general description of what is required, but do not cover all details, which will vary in accordance with the requirements of the equipment offered. It is, however, intended to cover the furnishing, shop testing, delivery, complete installation, and field testing of all materials, equipment, and appurtenances for a complete filtration system.

E. Work shall include all material, labor, supervision, equipment, tools, rentals, and accessories.

F. Unit Responsibility: The Work requires that the filter underdrain system, complete with all accessories and appurtenances (including, but not necessarily limited to, underdrain blocks, clips, end plates, seal angles, sealants, concrete anchors, and IMS Caps be the end product of one responsible system manufacturer or responsible system supplier. System shall be furnished by one responsible supplier of the equipment, which supplier shall furnish all components and accessories of the system to enhance compatibility, ease of operation and maintenance, and as necessary to place the equipment in operation in conformance with the specified performance, features and functions without altering or modifying the Contractor's responsibilities under the Contract Documents.

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G. Standardization of Similar Equipment: The Work requires that the filter underdrain system provided under this section, be the end product of one responsible system manufacturer or supplier to accommodate standardization of similar equipment operation and maintenance, spare parts and replacement and manufacturers services. Such supplier shall be referred to as filter system supplier or manufacturer henceforth in this section.

H. The filter system supplier shall participate in coordination meetings and submittals, as specified herein, for affirmation and establishment of design criteria. The filtration system supplier shall assume full responsibility of the system design and shall assist the Contractor in providing a complete and operable system.

I. The Contractor shall be responsible for coordinating all activities with the filtration system manufacturer for a complete installation. Activities requiring extensive coordination would include, but not be limited to, Shop Drawing submittals. It shall remain the Contractor's sole responsibility to resolve any errors or conflicts arising during construction due to improper coordination with the filter system supplier.

J. The Contractor shall obtain, from the responsible filter underdrain system supplier such written interface requirements, installation details, and recommendations as are necessary to properly interface the filter underdrain system with all surrounding structures and to provide a complete, functional, and operable air scouring, filter underdrain system.

1.02 SUBMITTALS

A. Shop Drawings and Samples: Provide Shop Drawings.

B. Submit the following additional detailed Shop Drawing and sample information:

1. Manufacturer’s catalog cuts, sales literature, and technical literature describing the proposed filter underdrain system, and identifying all components of the proposed system.
2. Scaled and dimensioned drawings showing the layout, configuration, and installation details for the filter underdrain system.
3. Complete and explicit details of the design, construction, and operating characteristics of the proposed filter underdrain system and complete test reports and design calculations showing conformity with all pneumatic and hydraulic (air and water flow) and all structural design requirements.
4. Submittal data shall address the full range of flow conditions.
5. Submittal data shall make clear the pertinent physical relationships (location, relative size, etc.) among the various air and water orifices.

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6. Submittal data shall include: materials of construction, complete head loss data for air, water, and combined air/water flows; the maximum percentage of flow maldistribution within a filter for air, water, and combined air/water flows; the cross-sectional areas for flow of air and water and the resulting velocities at pertinent points (e.g., flume, lateral, orifices, etc.) throughout the underdrain system (i.e., from the inside the flume to just above the IMS Cap); the relative magnitudes of entrance, transport, metering, and discharge losses; and any other data necessary to demonstrate conformance with requirements of this Specification.
7. Certification that the filter underdrain system will satisfy the specified pneumatic and hydraulic conditions and will provide an even distribution of air, water, and combined air/water flow at the specified flow rates.
8. Delivery, storage, handling, installation, field testing, operating, and maintenance instructions, including installation details, leveling requirements, and a statement of project-specific requirements and instructions, for the filter underdrain system.

C. Quality Control Submittals: Provide the following quality control submittals:

1. Prior to shipment of affected components, submit factory and shop inspection and test reports for factory testing required in Part 2, Products.
2. Submit Supplier’s Certificate of Proper Installation for each filter. See Part 3, Execution.

1.03 WARRANTY AND GUARANTEES

A. All equipment supplied under this section shall be warranted for a period of 2 years by the manufacturer and Contractor. Warranty period shall commence upon Owner’s acceptance as outlined in the General Conditions.

B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced at no expense to the Owner.

C. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. No exception to this provision shall be allowed.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery of Materials: Products shall be delivered in original, unbroken packages, containers, or bundles bearing the name of the supplier.

B. Storage: Products shall be carefully stored in a manner that will prevent damage and in an area that is protected from the elements.

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C. Protection of Equipment: Equipment shall be boxed, crated, or otherwise protected from damage and moisture during shipment, handling, and storage. Equipment shall be protected from exposure to weather.

PART 2 PRODUCTS

2.01 SUPPLIERS

A. Each filter cell shall be a constant rate gravity filter using a dual media bed specified elsewhere in these Specifications, with Leopold Universal Type S underdrains. The filtration system manufacturer shall provide a filtration system compatible with the specified underdrains and media, and it shall be capable of suspended solids removal with a sustained simultaneous air/water backwash.

B. Where a supplier's standard equipment name and/or model number is listed, the equipment system shall be provided as modified to conform to the performance, functions, features, and materials of construction as specified herein.

C. The filter underdrain system specified in this section shall be the end product of:

1. Universal Air/Water Filter Underdrain System, F. B. Leopold Company, Inc., Zelienople, PA.
2. No “or equal” or substitutes will be considered.

D. All of the materials and products specified herein shall be selected and supplied by the filter underdrain system supplier, unless specified otherwise.

2.02 FILTER DESIGN CRITERIA

A. The filtration system manufacturer shall warrant that the equipment furnished, when operated in compliance with the manufacturer's instructions, will properly filter the water and will consistently yield an effluent having a turbidity of less than 0.5 NTU when operated at any flow rate between 25 and 100 percent of the design flow rate, when the water temperature is 40 degrees F, or more.

B. The Filters Shall be Designed for the Following Hydraulic Parameters:

Maximum Rate of Flow Per Filter	8,328 gpm
Filtration Rate (Max.)	5.10 gpm/ ft^2
Water-Only Backwash Water Rate (Max.)	25 gpm/ ft^2

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Sustained, Simultaneous Air/Water Backwash Water Rate (Min.)	5 gpm/ ft^2
Backwash Air Rate Range	3-5 ACFMIft^2
Sustained, Simultaneous Air/Water Backwash Water Flow Design Per Filter (2 Cells)	6,840 gpm
Water-Only Backwash Water Flow Design Per Filter (2 Cells)	27,360 gpm
Backwash Air Flow Design Per Filter (2 Cells)	5,472 SCFM

2.03 FILTER UNDERDRAIN SYSTEM DESCRIPTION

A. The filter underdrain system shall be of the dual-parallel lateral, plastic block, air scouring type.

B. Each filter includes two cells and each cell is 19 feet 0-inch wide by 36 feet 0-inch long.

1. The underdrain system shall be arranged for “wall feed” of backwash water, and “end feed” of scouring air from an air header. In each filter, 36 continuous “underdrain laterals,” composed of rows of plastic block joined end-to-end, shall span the width of each of filter bay (36 feet) perpendicular to the flume. The opposite end of each lateral will terminate in an end cap at the opposite filter bay wall.

2.04 SERVICE CONDITIONS

A. The filter underdrain system will operate in dual media, deep bed, gravity water treatment filters. The backwashing regime for the filters uses air scouring and includes air only, combined air/water, and water-only steps.

B. The filter influent will be applied settled water which from the lime softening process.

C. Normally, the filter influent will be chlorinated with chloramines.

D. The filter backwash water supply will be filtered water supplied from the elevated backwash water storage tank.

E. Occasionally, the filter box may be filled with highly chlorinated filter backwash water used to soak the filter media for additional cleaning. Chlorine concentrations exceeding 20 milligrams per liter may be used for this application. Such soaking may last several hours.

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F. Normally, the temperature and pH ranges of the filter influent and filter backwash water are expected to be approximately 55 to 85 degrees F and 6 to 9 pH units, respectively.

G. The temperature of the air scouring air at filter air scour header will not exceed 200 degrees F.

2.05 FILTER UNDERDRAIN SYSTEM PERFORMANCE REQUIREMENTS

A. The filter underdrain system, as installed, shall satisfy the following criteria for minimum acceptable flow uniformity. Maldistribution of air and water flows during backwash, for all indicated flow conditions, shall not exceed:

1. Water: Plus or minus 5 percent of average gpm per square foot of filter.
2. Air: Plus or minus 10 percent of average scfm per square foot of filter.

B. The filter underdrain system shall evenly distribute air, water, and combined air/water flows and shall perform satisfactorily when operated under the following conditions:

1. Filtration (Downflow) Mode: Water (filtrate) at rates up to 6 gpm per square foot of filter area.
2. Backwash (Upflow) Mode:
   a. Air at rate of 5 scfm per square foot of filter area.
   b. Air at rate of 5 scfm per square foot concurrent with water at a rate of 5 gpm per square foot.
   c. Water at a rate of 20 gpm per square foot.

C. The water flow head loss across the underdrain laterals shall not exceed the following:

1. 40 inches WC of head loss when supplied with a water flow of 20 gpm per square foot in the Backwash mode.
2. 9 inches WC of head loss when supplied with a water flow of 6 gpm per square foot in the Filtration mode.
3. These water flow headlosses across the underdrain laterals shall include all losses associated with the underdrain lateral and the flume inside the filter bay. Hence the headlosses shall include all losses from the filter effluent wall pipe exiting the flume to the distribution orifices in the top of the underdrain block. The headlosses exclude the static head of water above the block and headlosses across the IMS Cap.

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D. The air flow head loss across the filter air scour header, J-risers, and underdrain laterals shall not exceed the following:

1. 40 inches WC of head loss when supplied with concurrent air and water flows of up to 5 scfm per square foot and 5 gpm per square foot, respectively in the Backwash mode.
2. These air flow headlosses across the filter air scour header, J-risers, and underdrain laterals shall include all losses associated with the air scour header assemblies and underdrain lateral. Hence the headlosses shall include all losses from the upstream flange on the air scour header to just downstream of (above) the distribution orifices in the top of the underdrain block. These headlosses exclude the static head of water above the block and headloss across the IMS Cap.

E. The Media-Retaining, IMS Cap shall:

1. Be compatible with the rest of the filter underdrain system and with the filter media specified in Section 44 43 30, Filter Media.
2. Retain the filter media.
3. Be appropriate for combined air/water backwash.

2.06 FILTER UNDERDRAIN SYSTEM DESIGN REQUIREMENTS

A. The entire filter underdrain system and IMS Cap shall be designed by the filter underdrain system supplier.

B. The filter underdrain system shall be designed to ensure long-term stability in its operating characteristics. It shall be resistant to corrosion; to changes in head loss; to changes in flow uniformity; and to any other effects which would, over time, cause loss of efficiency or effectiveness of its operation. It shall also be compatible and suitable for use with the filter media specified in Section 44 43 30, Filter Media.

C. The filter underdrain system shall produce uniform air and water flows throughout the filter bay. Flow uniformity per square foot of filter area shall be as required to permit efficient and effective operation during filtration and backwashing. There shall be no localized areas with flow rates which would cause mounding, lateral displacement, or other deleterious disturbances in the filter media.

D. The filter underdrain system, including anchorages and supports, shall be designed to safely withstand the specified loadings. The underdrain laterals shall not require support or restraint to resist the specified burst pressure. The underdrain laterals and air scour header and J-risers shall be anchored as required to resist buoyant forces and dynamic forces during operation. For the underdrain laterals, a minimum safety factor of 2.0 shall be included in the

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design to account for transient pressures which may occur during the initiation and termination of air and water flows during backwash.

E. The design shall adequately address all loads incurred during shipment, delivery, storage, handling, installation, and operation.

F. The filter underdrain system shall be designed to, when installed, withstand a net internal loading (burst pressure) greater than or equal to twice the maximum head loss across the underdrain experienced at maximum backwash rates and not less than 5 psig. No credit shall be taken for the weight of IMS Cap or filter media.

G. The filter underdrain system shall be designed to withstand a net downward loading of not less than 1,400 psf, plus its own dead weight.

H. The air scour header and J-risers shall be sized to produce uniform air flows throughout the filter bay.

2.07 COMPONENTS AND MATERIALS

A. Plastic Filter Underdrain Blocks:

1. The underdrain system for the filters shall be of the dual-parallel lateral type whereby feeder and compensating laterals are provided within the cross-section of a single block. The cross-section shall be so arranged that the feeder (or primary) lateral is adjacent and connected to the compensating (or secondary) laterals through a series of flow splitting orifices provided at a minimum density of approximately two per square foot of underdrain system. The feeder lateral shall provide at least 50 square inches of cross-sectional area per block to achieve acceptable air and water transport velocities and head losses during backwash.
2. The compensating laterals shall provide the necessary uniform pressure and flow distribution from the top of the blocks. The discharge flow from the top of the blocks into the IMS Cap shall be provided by approximately 22 distribution (or "dispersion") orifices per square foot of underdrain system. The distribution orifices shall be not less than 7/32-inch diameter and shall be recessed from the surface by approximately 1/8 inch. The top of each distribution orifice shall be encircled by a depression approximately 3/8 inch by 3/4 inch which shall act to prevent the IMS Cap from resting directly on and thereby blocking the dispersion orifice. The underdrain blocks (and IMS cap) shall be installed to be within 2 inches of the inside of all cell walls.

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3. The Universal Type S underdrain shall have a water recovery channel with return holes incorporated into the top of the underdrain blocks to ensure uniform and continuous air flow from the top deck orifices and greater air stability. The second chambers of the underdrain shall have baffles sized and located to provide effective air control and to reduce level sensitivity.
4. The primary lateral shall be vented or baffled to prevent air from remaining in the primary lateral during the water-only portion of the backwash cycle.
5. The individual blocks used in the system shall be of impervious, high strength, completely inert, high density polyethylene (HDPE) material. The blocks shall be resistant to erosion and corrosion and have uniform, smooth surfaces. All orifices shall be properly deburred. The blocks shall have ridges and pockets for structural rigidity and to key into surrounding grout. The block dimensions shall be 12 inches high by 11 inches wide by not more than 48 inches long. The blocks' size and weight shall permit ease of handling and installation. The blocks shall be arranged end-to-end and mechanically joined to form continuous underdrain laterals. The joints shall be gasketed, bell-and-spigot type with internal registers, and be airtight and watertight. The gaskets shall be O-ring type gaskets supplied by the underdrain system supplier and made of neoprene. Joints shall be snap-lock type with integral interlocking snap lugs and receptors or shall be restrained with metal spring clips. The material from which the metal spring clips are made shall be the supplier's standard. The joining technique shall be such that no leakage (air or water) will occur with a maximum 2-degree misalignment at each joint.
6. The spaces between blocks of adjoining underdrain laterals and the spaces between underdrain lateral and the filter box walls shall not exceed 3 inches. The number of underdrain laterals shall be 36 per filter cell.
7. Provide specially shaped flume blocks for the entrance or upstream end of each underdrain lateral. The flume blocks shall:
    a. Accept backwash water and scouring air from separate orifices in the lower gullet during backwash and provide an equalizing or secondary flume inside the filter bay sized as required to assure equal flow distribution of air and water among laterals.
    b. Discharge filtered water to the lower gullet water orifice during filtration.
    c. Prevent air from entering the lower gullet via the lower gullet water orifice.
    d. The flume blocks shall not be modified in the field except under the direct supervision of the filter system supplier’s representative.
8. Provide HDPE end plates and sealant to seal the downstream end of the laterals at the filter bay wall. End plates to be provided by filter underdrain system supplier.

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B. IMS Cap: The IMS cap shall be constructed of high density polyethylene in the form of plastic beads, sintered together and sealed to the top of the underdrain. The pore size and pore volume shall be sufficient to prevent 0.45 mm effective size sand from obstructing or passing through the underdrain. The IMS Cap shall replace the need for support gravel and shall not increase the underdrain height by more than 1 inch.

C. Grout: The grout shall be nonexpansive, shall have a compressive strength of 4,000 psi, shall be as recommended by the filter underdrain supplier. The grout does not have to be supplied by the Filter Underdrain System supplier.

1. Cement: Cement shall be standard brand Portland cement conforming to ASTM C150, Type II, for general use. Cement that has become "lumpy" shall not be used. Do not use non-shrink grout.
2. Water: Water for mixing and curing shall be clean and clear potable water. The water shall be considered potable if it meets the requirements of the local government agencies. Agriculture water with a total dissolved solids of 1000 mg/l or higher, shall not be used.
3. Sand: Sand shall be clean and washed masonry sand. When tested in accordance with ASTM D2419, the sand equivalency shall not be less than 90 percent for an average of three samples, or less than 85 percent for any individual sample. 100 percent of sand particles shall pass No. 4 sieve and not more than 4 percent of sand particles shall pass No. 200 sieve.
4. Chemical Admixtures: No chemical admixture is needed in most of the applications. The grout can be mixed in a small batch and used immediately.
5. Comply with NSF standards for contact with potable water.

2.08 FABRICATION AND MATERIALS FOR METALLIC COMPONENTS

A. All metals below the top of the filter box wall shall be stainless steel, Type 316 or Type 316L, as appropriate, unless otherwise stated. Hot dipped galvanized steel shall not be acceptable.

B. All metallic components shall be premanufactured (e.g., concrete anchors) or shop fabricated (e.g., air scour header assemblies) components. Field fabrication, bending, cutting, or welding shall not be acceptable.

C. Shop fabricate welded metal parts and assemblies from stainless steel, ASTM A240, Type 316L.

D. Shop fabricate nonwelded parts and pieces from stainless steel, ASTM A240, Type 316, unless specified otherwise.

E. After fabrication, pickle and passivate stainless steel assemblies and parts according to ASTM A380.

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2.09 MISCELLANEOUS COMPONENTS

A. Sleeves and Gaskets: Neoprene, 45 to 55 durometer rated for 200 degrees F. Locate gaskets at expansion joints and couplings to form an airtight connection at 20 psig minimum.

B. Miscellaneous: Nuts, bolts, washers, and other nonwelded parts shall be stainless steel, ASTM A240, Type 316. Threaded assemblies shall be chemically treated or lubricated prior to assembling to prevent galling.

2.10 SPECIAL TOOLS

A. Provide any special tools, lubricants, etc., needed to install the underdrain system.

2.11 SOURCE QUALITY CONTROL

A. Factory or Shop Inspections and Tests: Prior to shipment from the factory, one out of every 50 blocks shall be tested for headloss and for uniform distribution of air and water.

B. A full length lateral shall be tested in a test cell capable of isolating and physically measuring flow rate at 2-foot intervals.

C. The results of the headloss and dispersion tests shall be within 10 percent of the supplier's published values.

PART 3 EXECUTION

3.01 GENERAL

A. In general, the installation and field testing Work associated with the filter underdrain system includes, but is not limited to, the following activities:

1. Checking the dimensions of the filter box.
2. Remove both 6L and 6R underdrain laterals.
3. Remove all chamfers, base grout, and cement around air header piping. Fully clean surface areas in contact with the new underdrain system and prepare surfaces for new underdrain installation.
4. Flush flume, backwash piping and air header piping to remove all media and other debris.
5. Protect air header piping and orifice plate. Remove and clean orifice plate including removal of sealant. Reinstall.
6. Modifying the filter underdrain system as necessary to accommodate the existing filter box with suitable makeup blocks and end plates.
7. Cleaning the lower gullet and filter box.

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8. Flushing the filter backwash and filter air scour piping and the lower gullet water orifice wall pipes.
9. Installing the filter air scour header, vertical droplegs and J-risers assemblies.
10. Assembling each lateral from individual components (e.g., plastic blocks, clips, end plates, etc.).
11. Installing angles and anchors to restrain and seal flume block.
12. Setting the laterals in grout and leveling them.
13. Waiting at least overnight to set the grout, then setting and leveling the remaining laterals.
14. Grouting all the spaces between the blocks and between the blocks and the wall and allowing grout to cure for at least 24 hours.
15. Waiting for the grout to cure for at least 24 hours and then flooding the underdrain with water to demonstrate that level tolerances were met.
16. Connecting air header to the laterals.
17. Performing uniform flow distribution functional testing.
18. Installing the filter media as specified in Section 44 43 30, Filter Media.
19. Conducting additional functional testing once the filter is returned to service.

B. Disclaimer: The preceding list of activities generally describes the anticipated sequence of the installation and field testing Work associated with the filter underdrain system. The Contractor is advised that:

1. This sequence is not necessarily a fully detailed and complete description of the installation and field testing Work associated with the filter underdrain system.
2. The actual sequence necessary to comply with all requirements of paragraph Installation and paragraph Field Testing of this section may differ since the supplier's written instructions will not be established until approval of associated Shop Drawings.
3. Nothing in the preceding list shall be construed to modify the requirements of paragraph Installation and paragraph Field Testing. In the event of a discrepancy between the preceding list and paragraph Installation and paragraph Field Testing, the requirements of paragraph Installation and paragraph Field Testing shall apply.

3.02 INSTALLATION

A. The Contractor shall install the filter underdrain system in strict accordance with:

1. The filter system supplier's written instructions and recommendations and the filter system supplier's installation drawings;

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2. The oral and written directions provided by the filter system supplier's technical representative who is supervising and observing the Work; and
3. Any additional requirements specified herein.

B. The Contractor shall obtain from the filter underdrain system supplier such written installation details and recommendations as are necessary to acceptably interface the filter underdrain system with all surrounding structures. These shall include details associated with grout keys and pockets, dowels, rods, anchorages, etc. The Contractor is advised that such installation details are not indicated on the Contract Drawings and that some special tools may be required for installation.

C. Cleaning and Protection During Placement: The Contractor shall take all precautions recommended by the underdrain system supplier or specified herein to ensure that the filter underdrain system and any piping communicating therewith is completely clean and free of any debris, dirt, or other foreign materials which could clog the underdrain system or interfere with flow. Backwash air and water piping shall be thoroughly flushed clean. All loose debris and dirt within the filter cell and flume shall be removed by brooming down and vacuuming. Care shall be taken to keep grout out of all orifices and flow passages and to prevent grout from being deposited anywhere where it could interfere with flow. Any grout so deposited shall be removed. As installation progresses, partially completed portions of the Work shall be protected with heavy visqueen overlaid with 3/4-inch plywood sheeting to maintain the cleanliness of the underdrain system and to spread the load of wheelbarrows, ladders, etc. Such protection shall be maintained until the placement of filter media.

D. Underdrain Lateral Installation:

1. The filter underdrain laterals shall be set in place and grouted to position the air metering orifices in a true and level plane within the lesser of: (1) plus or minus 1/8 inch or (2) the tolerance specified by the underdrain system supplier.
2. The filter box floor slab shall be prepared as necessary to enable installation within the required level tolerance.
3. Levelness shall be continuously monitored during placement and rechecked prior to grouting spaces between blocks. Level measurement and monitoring shall be by means acceptable to Engineer. Failure of the filter underdrain sections to meet the required level tolerance shall require removal of the failed sections and replacement with new filter underdrain sections to within the tolerances.
4. Once all laterals are set in place and level, all grouting spaces shall be completely filled and finished smooth.
5. Once all grouting is complete, the grout shall be allowed to cure for at least 3 full days before any functional testing.

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6. After all grouting is complete, the Contractor shall flood the underdrain with water to demonstrate that the level tolerance has been met.

3.03 FIELD TESTING

A. General:

1. The Contractor shall conduct all indicated testing and shall furnish all equipment, materials, instrumentation, personnel, etc., for the tests indicated. All costs for such testing shall be borne by the Contractor, as well as the costs for all Work and materials to correct deficiencies revealed during testing and retesting.
2. Following installation of the blocks and prior to placing of filter media, independent water and air backwash tests shall be performed on the completed system. Contractor shall notify water plant operations personnel and the Owner's representative when the filter is ready for backwashing. All backwashing operations, before substantial completion, shall be conducted by Contractor in presence of water plant staff.
3. The Contractor shall give the Owner and Engineer sufficient advance notice (minimum 10 days) of the testing to enable assisting and witnessing the tests.
4. The Contractor shall take adequate precautions to prevent over pressuring the underdrain system during field testing. These precautions shall be in accordance with project-specific written instructions from the underdrain system supplier.
5. Functional testing of the filter underdrain system shall not be performed prior to acceptance of the filter air scour blower system and filter backwashing controls.
6. All water used during underdrain system testing shall be directed to the wash water drainpipe or the filter-to-waste pipe. None of this water shall be directed to the plant filter effluent header pipe and enter the plant production flow stream.

B. Data Accuracy: Unless specifically allowed by the Engineer, all test setups, procedures, and instrumentation shall be capable of providing data accuracy of plus or minus 2 percent.

C. Functional Testing During Installation:

1. Underdrain Lateral Flow Distribution Tests:
   a. The filter underdrain laterals in each filter cell shall be given a series of visual, qualitative, flow distribution tests to verify that orifices are not clogged with debris and that flow distribution is uniform. This testing shall be performed before the IMS Cap and filter media are placed.

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b. The series of tests shall be conducted in accordance with the underdrain system supplier's instructions and the following table:

Test Condition	Initial Water Surface Elevation	Flow Rate (Referenced to Filter Area)	Min. Duration (Minutes)	Min. No. of Repetitions (Per Filter)
Water Only	At top of laterals (just below)	20 gpm per square feet	3	3
Air Only	6 inches above top of laterals	5 scfm per square feet	3	1
Air and Water Concurrently	6 inches above top of laterals	5 scfm per square feet and 5 gpm per square feet	5	1

c. During each test, the underdrain laterals shall be visually inspected for even distribution of air and water and for any signs of dead spots or boils.

d. The Owner may elect to perform quantitative flow distribution functional testing.

e. Prior to placing the filter media, the Contractor shall take such remedial measures as are necessary to correct any deficiencies revealed by these tests, and shall repeat the specified tests until it is demonstrated that such deficiencies have been satisfactorily corrected. All remedial measures shall be in accordance with instructions from the underdrain system supplier and supervised by the underdrain system supplier's technical representative (see paragraph Manufacturers' Services).

D. Functional Testing During Startup: Each filter shall be functionally tested once it is returned to service after rehabilitation.

3.04 MANUFACTURERS' SERVICES

A. Manufacturer's Services and Certificate of Proper Installation: Provide Manufacturer's Services and Manufacturer's Certificate of Proper Installation.

B. Manufacturer's representative shall be a direct employee of the filter underdrain system manufacturer and shall have a minimum of 5 years' experience in installation of filter underdrains and a minimum of 1 year experience installing the type of underdrain specified herein.

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C. Manufacturer's representative shall provide supervision of equipment installations, field inspection of equipment before startup and the executed copies Manufacturer's Services and Certificate of Proper Installation. This requirement includes, but is not limited to, being present at the site to perform the following activities:

1. Inspect each filter prior to installation of the underdrain and inspect any remedial work necessary to prepare any filter for installation.
2. Supervise, observe, and inspect the entire installation of the underdrain system.
3. Supervise and observe all functional flow distribution testing.
4. Supervise, observe, and inspect all remedial work necessary to repair leaking lateral joints or end caps or remedy any maldistribution in any filter.
5. Supervise, observe, and inspect the installation of the IMS Caps.
6. Prior to placing the filter in service, certify the completed installation in the filter and furnish a certificate of proper installation for the filter underdrain system.

D. In addition, the filter underdrain manufacturer's qualified technical representative shall be present at the site to observe the placement of the filter media in the first filter to determine if the media placement has detrimentally affected the IMS Cap. The filter underdrain system supplier's representative shall not furnish a Certificate of Proper Installation until the representative is satisfied that the filter underdrain system has been properly installed and functionally tested and that any detrimental affects of subsequent filter media placement have been remedied.

E. Provide a minimum of 3 trips with no less than 9-person days on site at the plant for assistance to Contractor for installation assistance, startup assistance, functional and/or performance testing, and completion of Manufacturer's Certificate of Proper Installation. This is in addition to any unused trips in the Filter Media Replacement Specification.

END OF SECTION

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RESOLUTION NO. 2018-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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 9th day of January , 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 01/02/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 113,212	421-0000-389.99-11		RESTR. CASH CARRY FORWARD	$ 0	$ 0	$ 113,212	$ 113,212
$ 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
$ 113,212	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 113,212	421-4020-536.63-00	WS18FM	INFRASTRUCTURE	$ 2,686,000	$ 3,371,261	$ 3,484,473	$ 3,066,445
$ 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
$ 113,212	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To allow for continuation of work under Bid B-16-09-COC, Filter Media Removal and Replacement and change order to allow for needed repairs to Groundwater Filter #6 at the Dyal WTP.
Agenda File ID #18-1

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/09/18 *RESOLUTION #:* 2018-001

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/2/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.01.02 16:44:24 -05'00'	1/3/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.01.03 10:59:45 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/3/18 John "Jack" Walsh Digitally signed by John "Jack" Walsh	1/3/18 Lora Howell Digitally signed by Lora Howell Date: 2018.01.03 11:09:29 -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 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 01/02/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 255,000)	421-4020-536.46-00		REPAIRS & MAINTENANCE	$ 2,096,376	$ 2,096,376	$ 1,841,376	$ 1,398,762
$ 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
($ 255,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 255,000	421-4020-536.63-00	WS18FM	INFRASTRUCTURE	$ 2,686,000	$ 3,116,261	$ 3,371,261	$ 2,953,233
$ 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
$ 255,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To allow for continuation of work under Bid B-16-09-COC, Filter Media Removal and Replacement and change order to allow for needed repairs to Groundwater Filter #6 at the Dyal WTP.
Agenda File ID #18-1

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/09/18 *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.

1/2/17	Lea Taylor Digitally signed by Lea Taylor Date: 2018.01.02 16:44:38 -05'00'	1/3/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.01.03 11:01:10 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/3/18	John "Jack" Walsh Digitally signed by John "Jack" Walsh	1/3/18	Lora Howell Digitally signed by Lora Howell Date: 2018.01.03 11:10:10 -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 #:	18-6	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	1/3/2018			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Approve the submittal of an application for the Florida Inland Navigation District (FIND) Waterway Hurricane Relief Fund to restore damaged waterfront amenities as a result of Hurricane Irma. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Blank - WAP Application Part 2 2018.pdf FIND Resolution 18-6.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2018
Agenda Date: January 9, 2018
Prepared By: Karen D. Hamilton
Through: John A Titkanich Jr., AICP
Requested Action:
Approve the submittal of an application for the Florida Inland Navigation District (FIND) Waterway Hurricane Relief Fund to restore damaged waterfront amenities as a result of Hurricane Irma.

BACKGROUND:

The Florida Inland Navigation District (FIND) created a Special Hurricane Relief Fund for local governments to repair waterfront damage caused by natural disasters (Hurricane Irma). The City of Cocoa will apply for grant funding to rebuild the waterfront boardwalk, day slips and T-dock consistent with the application requirements. The special hurricane relief fund is a source of funding that is available on a first come, first serve basis. In order to be eligible the City needed to determine the level of coverage provided by our insurance carrier as well as FEMA reimbursement percentages. The City has received a claim denial letter from our insurance carrier and FEMA will provide for up to a 75% reimbursement for expenses incurred to restore the structures resulting from Hurricane Irma. Due to the time constraints, City staff is requesting approval of submission prior to the completed application.

The grant opportunity was brought to City's attention by Jerry Sansom, the City's lobbyist and FIND Commissioner at the November 16 Neighborhood Coalition Meeting. The fund is meant to cover the costs to rebuild waterfront amenities as they were and supplement the amount not covered by insurance or FEMA reimbursement. Currently City staff believes the City will be eligible for 75%

reimbursement from FEMA for restoration efforts, 12.5% from the State of Florida and the remaining 12.5% will be the responsibility of the City. Due to uncertainty of the state portion of reimbursement, the City will apply to FIND for 25% of the estimated restoration costs. If approved and the state provides the 12.5% reimbursement the City will only seek reimbursement from FIND at 12.5%. The City's continuing services engineer is currently working to establish the costs to re-build the waterfront amenities as they were for the purposes of the grant application as well as FEMA submissions.

The City will apply for approximately $300,000 from FIND based on initial estimates to rebuild the waterfront. The City is also currently in the process of completing a public process to complete a plan for the re-building of waterfront amenities. Input from the finalized plan will be the basis for the rebuilding of the waterfront amenities. Grants are accepted on a rolling submission with funding made continually available until all monies have been distributed. It is anticipated the grant will go before the FIND Commission at the upcoming February 2018 Board Meeting. Upon approval at the meeting the funds are immediately available to the City on a reimbursement basis.

The City has been the recipient of numerous FIND grants for projects which include the waterfront boardwalk, mooring field design and engineering and recently the riverfront connector. Each year, FIND provides matching grant funding of up to 50% of the constructions costs to local governments for projects intended for waterway improvement projects. Project types eligible for funding include public navigation, public waterway access facilities, public recreation, inlet management, beach renourishment, environmental education and boating safety.

As with all FIND applications, approval by the City's local FIND Commissioner Jerry Sansom is required prior to submittal of the application. Upon completion Mr. Sansom will review the application and provided his approval for the application submittal.

STRATEGIC PLAN CONNECTION:

This agenda item is consistent with the Strategic Plan Issues, Goals, and Objectives related to Physical Image and Economic Development.

BUDGETARY IMPACT:

The restoration of the waterfront was not budgeted, as the damage was related to Hurricane Irma. The restoration of the waterfront will be completed with grant funding as well as FEMA funding. Staff will return to City Council should any funds be awarded.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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

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FY 2018

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS 10 THROUGH 13 OF THE APPLICATION CHECKLIST, CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org**.**
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by the 2nd week of January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 30th of March; Property Control – 25th of May, Permits – 19th of September. *(Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)*

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. Support documentation is not necessary. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. *(Staff suggestion: Resolve this requirement outside the application "window".)*

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. *(Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline. Do not include applicant project management in your cost estimate*).

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. *(Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)*

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible, or limit them to a small percentage of the project. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. *(Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).*

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application**. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation.** *(Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation! Don't create unnecessary work for yourself!)*

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org
Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 30, 2018.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2018

(To be completed by the Applicant)

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information is required to be on 8 1/2" x 11" paper so they may be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 2nd) (***NOTE*: For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	____	____
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) **(Form must be completed and signed)**	____	____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	____	____
5.	Application and Evaluation Worksheet – E-$4_{(+)}$ (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	____	____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	____	____
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	____	____
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	____	____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26,** **(Legal descriptions NOT accepted in lieu of form)**	____	____
10.	County/City Location Map	____	____
11.	Project Boundary Map	____	____
12.	Clear & Detailed Site Development Plan Map	____	____
13.	Copies of all Required Permits (Required of development projects only)	____	____

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 30, 2018. By May 25, 2018 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 19, 2018. If the information in Item 13 is not submitted to the District office by September 19, 2018, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON:_____ TITLE:_____

_____ _____

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility:_____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

ATTACHMENT E-2

WATERWAYS ASSISTANCE PROGRAM FY 2018
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		**Title:**	
Project Liaison: *(if different from Project*		**Title:**	
Mailing Address:			
City:		**Zip Code:**	
Email Address:		**Phone #:**	
Project Address:			

******* I hereby certify that the information provided in this application is true and accurate. ******

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

Form No. 90-22, Rule 66B-2, (New 12/17/90, Rev.07-30-02, 04-24-06)

ATTACHMENT E-3 - PROJECT INFORMATION 2018

Applicant:	**Project Title:**	
Total Project Cost: $	**FIND Funding Requested: $**	**% of Total Cost:**
Amount and Source of Applicant's Matching Funds:		

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ■

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ☐ Yes ☐ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			
COUNTY / CITY			

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

b) Explain how the project fits this priority category.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

c) Are there any restrictions placed on commercial access or use of this site?

(For reviewer only)
(1-8 points)

4) TIMELINESS

a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

(For reviewer only)
(1-3 points)

---

5) COSTS & EFFICIENCY:

a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

(For reviewer only)
(1-6 points)

---

6) PROJECT VIABILITY:

a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

c) **Will the program result in significant and lasting benefits? Explain.**

d) **Please describe any environmental benefits associated with this project.**

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

(For reviewer only)
(1-2 points)

---

9) CONSTRUCTION TECHNIQUES:

a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

b) **How are the utilized construction techniques appropriate for the project site?**

c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

(For reviewer only)
(1-3 points)

---

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

b) Identify any unique construction materials that may significantly alter the project costs.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4B
ENVIRONMENTAL EDUCATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) Who is the primary target audience or user group for the project and how were they identified?

b) How have the needs of the target audience been evaluated and met?

c) How many people will the program serve on an annual basis? What will be the measurable results?

(For reviewer only)
(1-5 points)

8) DELIVERABLES:

a) Describe the materials and project deliverables to be produced by this project.

b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.

b) What previous projects of this nature have been completed by the program manager?

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4C
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

b) Have the personnel participated in or received state marine law enforcement training?

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) Describe the anticipated, long-term measurable results of implementing this project.

b) What is the range or area of coverage for this project? Please provide a map of the coverage area.

c) Does the project fulfill a particular community need?

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4D
INLET MANAGEMENT and PUBLIC NAVIGATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT or PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4E
BEACH RENOURISHMENT PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

8) VIABILITY:

a) Is the project site defined as critically eroded area by a statewide beach management plan?

b) Cite the quantifiable rate of erosion in this area.

c) Is the project an important component of an overall beach management effort?

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) Are there quantifiable public benefits demonstrated by the project?

b) Is there adequate public access to the project area? Please describe location and amount.

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4F
EMERGENCY RE-CONSTRUCTION

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

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11 (Extra) STORM DAMAGE EVALUATION:

a) List the State emergency declaration order or proclamation.

b) Is this project a previously funded FIND grant project?

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2018

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost**	**FIND Cost**

****TOTALS =**	**$**	**$**	**$**

ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2018

PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st

(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2018
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title _____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of _____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ _____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting held on this_____day of_____20____.

_____	_____
Attest	Signature
_____	_____
Title	Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2018
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE *(City or County)* ATTORNEY
(Address)

_____, 20_____

TO WHOM IT MAY CONCERN:

I,_____, am the Attorney for the *(City or County*), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the *(City or County)* dated _____ conveying _____*(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the *(City or County)*. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "*(Name of Property as Referenced in the WAP application)*".

I certify that the *(City or County)* does in fact (own, lease, etc.) this property for_____years.

Very truly yours,

(Name)
(City or County) Attorney

RESOLUTION NO. 2018-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING AND SUPPORTING THE FILING OF A GRANT APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR PURPOSES OF ACQUIRING GRANT FUNDING TO ASSIST WITH THE RECONSTRUCTION OF THE COCOA WATERFRONT AMENITIES FOR THE ENJOYMENT OF THE CITIZENRY OF THE CITY OF COCOA AND THE STATE OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR IN CONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the project title is the *Rebuilding of the Cocoa Waterfront Amenities***;** and

WHEREAS, the total estimated cost for the project is $1.2 Million; and

WHEREAS, the project is generally described as a project to extend and rebuild the City Waterfront boardwalk, T-Dock, and day slips damaged by Hurricane Irma consistent with the 5-Year Waterfront Redevelopment Plan; and

WHEREAS, the City Council finds that this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa and the many visitors to the City‘s Waterfront.

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

SECTION 1. PROJECT. The project, as described above, is hereby authorized.

SECTION 2. FUNDING. The City Council hereby authorizes the City Manager to complete and file a grant application with the Florida Inland Navigation District in the amount of 25% of the actual cost of the project on behalf of said City of Cocoa and that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state, and local laws, rules, and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 3. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9h day of January 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	17-533	**Version:**	1	**Name:**	November, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/1/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 11/30/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 11.30.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 1, 2017
Agenda Date:	January 9, 2018
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 10/01/2017 to 11/30/2017**.**

BACKGROUND:

The following reports for the period October 01, 2017 through November 30, 2017 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 10-01-17 thru 11-30-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 26

City Manager = 12

City of Cocoa CRA Board = 0

City Council = 14

Purchase Order Approvals 10-01-17 thru 11-30-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)

12 **Purchase Order Approved by City Manager**

Purchase Order Approvals 10-01-17 thru 11-30-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 12/1/2017

Purchase Order Approvals 10-01-17 thru 11-30-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council

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Prepared by Purchasing 12/1/2017

Legislation Details (With Text)

File #:	17-543	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/15/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders Nov 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2017
Agenda Date: January 9, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of November 30, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative (as of: 12/29/2017)	FY17Cum. (12/29/2017)	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
2017-40	6 Rosa L Jones Blvd										
Op. Rev.		56,700.00	TO 4/21/17 & Resolution 11/14/17	2017-124							
Project Manager:		5,000.00	contingency authorized								
account #	001-3205-559.49-05	51,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
				FY2017	33276	37,450.00	37,450.00	37,450.00			$ 40,750.00
			FY 17 PO ISSUE		32989	3,300.00	40,750.00	40,750.00			
	Terracon Consultants		*FY 18 PO ISSUE*	FY2018	34750	10,950.00	51,700.00	40,750.00	10,950.00	$ -	
	Environmental Site Assessment										
	FY2017 PO 70648 & 70378 FY 18 PO 71752										
		5,000	^contingency balance-->								
SW17CS	Baffle Box At Church Street										
Op. Rev.		327,407.00	10/24/2017	2017-113							
Project Manager:		30,000.00	contingency authorized								
account #	423-3570-538.63-00	297,407.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
											$ -
	DP Development of the Treasure Coast PO# 71772		*FY 18 PO ISSUE*	FY2018	34698	297,407.00	297,407.00		297,407.00	$ -	
	Treats Stormwater Run-off										
		30,000	^contingency balance-->								
CP1501	Heart Of Cocoa Meeting Room										
Op. Rev.		160,000.00	10/24/2017	2017-104							
Project Manager:		3,125.00	contingency authorized								
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	C&D Consturction PO# 71710										
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00		156,875.00	$ -	$ -
		3,125	^contingency balance-->								
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520										
Op. Rev.		700,000.00	9/26/2017&10/24/17	2017-89							
Project Manager:			contingency authorized 12/12/17 Contingency added back	2017-115							
account #	421-4025-536.46-00	700,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Anderson Diving dba Logan Diving PO#		FY17 PO Issue		33975	100,000.00	100,000.00	100,000.00			$ 116,015.00
	placement of 10,000 cement rip rap bags on exposed pipe for protection and support		*FY 18 PO ISSUE*		34533	600,000.00	700,000.00	100,000.00	600,000.00	$ 332,856.15	
	FY17 PO 71088 plus $16,015 paid by direct pay request										
	FY18 PO 71604										
		-	^contingency balance-->								
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. Rev.		376,359.47	5/9/2017	2017-51							
Project Manager:		34,214.00	contingency authorized								
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	W&J Construction Corp PO# 70501		FY17 PO Issue		33141	342,145.47	342,145.47	342,145.47			$ -
	Utility Line Extensions Fire Station #3		*Pending FY17 Liquidation*			(342,145.47)	-	-			
			FY 18 PO ISSUE	FY2018			-	-	-	$ -	
		34,214	^contingency balance-->								
PW17VS	SR520 Improvements										
Op. Rev.		98,881.00	4/11/2017	2017-38							
Project Manager:		5,000.00	contingency authorized								
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00	93,881.00			$ 39,111.00
	SR520 Improvements		*Pending FY17 Liquidation*			(54,770.00)	39,111.00	39,111.00			
			FY 18 PO ISSUE	FY2018			39,111.00	39,111.00	-	$ -	
		5,000	^contingency balance-->								
WS17SS	Schoolhouse Lane, MI, Water Main Replacement										
Op. Rev.		252,950.00	4/11/2017	2017-35							
Project Manager:		22,995.00	contingency authorized								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Jobear Contracting Inc. PO# 70333 PO#71897		FY17 PO Issue		32942	229,955.00	229,955.00	229,955.00			$ 216,556.20
	Schoolhouse Lane, MI Water Main Replacement		*CO#1*		33160	21,800.00	251,755.00	251,755.00			
			Pending FY17 Liquidation			(35,198.80)	216,556.20	216,556.20			
			FY 18 PO ISSUE	FY2018	34927	35,198.80	251,755.00	216,556.20	35,198.80	$ 30,891.80	
		1,195	^contingency balance-->								
CP16F1	Fire Station 1										
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21							
Project Manager:											
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY17 cum	FY18 cum		
	W & J Construction PO# 69154/71229		FY17 PO Issue		31565	3,605,586.00	3,605,586.00	3,605,586.00		$ 109,563.29	$ 2,093,976.58
	Fire Station 1 Q-16-07-COC		*CO#1*		32632	(213,256.00)	3,392,330.00	3,392,330.00			
			CO#2		32698	(122,581.70)	3,269,748.30	3,269,748.30			
			CO#3		32759	(40,515.00)	3,229,233.30	3,229,233.30			
			CO#4		32884	(164,164.99)	3,065,068.31	3,065,068.31			
			CO#5		33282	(100,690.92)	2,964,377.39	2,964,377.39			
			CO#6		33334	(148,595.00)	2,815,782.39	2,815,782.39			
			CO#7		34000	(34,006.64)	2,781,775.75	2,781,775.75			
			Pending FY17 Liquidation			(687,799.17)	2,093,976.58	2,093,976.58			
			FY 18 PO ISSUE	FY2018	34133	687,799.17	2,781,775.75	2,093,976.58	687,799.17	$ -	
	NOTE: This is a different formula, different authorization>	610,554	**^"Owners Contingency Fund" balance-->**								
WS0904	Refurbish Sewer Lines										
Op. Rev.		305,000.00	1/10/2017	2017-08							
Project Manager:		27,500.00	contingency authorized								
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Insituform Tech, LLC PO# 69897		FY17 PO Issue		32320	277,500.00	277,500.00	277,500.00			$ 267,270.30
	Bid No.City of Daytona Bid Contract 0113-1010		*Pending FY17 Liquidation*			(10,229.70)	267,270.30	267,270.30			
			FY 18 PO ISSUE	FY2018			267,270.30	267,270.30	-	$ -	
		27,500	^contingency balance-->								
WS16UP	Utility Privatization										
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74							
Project Manager:		283,806.00	contingency authorized								
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	CH2M Hill PO# 69690		FY2017 PO#69690	FY 2017	31967	847,086.89	847,086.89	847,086.89			$ 87,555.68
	CDM Smith PO#69691		FY2017 PO#69691		32006	158,970.00	1,006,056.89	1,006,056.89			$ -
	Hawksley (Stantec) PO#69908		FY2017 PO#69908		32409	189,591.00	1,195,647.89	1,195,647.89			$ -
			PO# 69691 Pending FY17 Liquidation			(158,970.00)	1,036,677.89	1,036,677.89			
			PO# 69690 Pending FY17 Liquidation			(759,531.21)	277,146.68	277,146.68			
			PO# 69908 Pending FY17 Liquidation			(189,591.00)	87,555.68	87,555.68			
			FY 18 PO ISSUE	FY2018			87,555.68	87,555.68	-	$ -	
	This was originally assigned the wrong project #WS17AF.	283,806	^contingency balance-->								
WSLS04	Lift Station #4 Improvements										
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63							
Project Manager:		56,170.00	contingency authorized								
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00				$ 525,330.34
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82	538,118.82			
			CO#2		32914	6,269.00	571,387.82	544,387.82			
			CO#3		33279	2,533.64	573,921.46	546,921.46			
			CO#4		33387	3,145.40	577,066.86	550,066.86			
			CO#5		33508	4,333.50	581,400.36	554,400.36			
			Pending FY17 Liquidation			(29,070.02)	525,330.34	525,330.34			
			FY 18 PO ISSUE	FY2018			525,330.34	525,330.34	-	$ -	
		36,470	^contingency balance-->								
WS1222	WRF Motor Controls Sellers										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
Op. Rev.		2,334,400.20	4/12/2016	2016-37							
Project Manager:		212,218.20	contingency authorized								
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00				$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85	2,058,399.52			
			Pending FY17 Liquidation			(599,596.27)	1,458,803.25	1,458,803.25			
			FY 18 PO ISSUE	FY2018			1,458,803.25	1,458,803.25	-	$ -	
		92,567	^contingency balance-->								
CP16F3	Fire Station #3 Design										
Op. Rev.	SR524	171,413.00	12/8/2015 & 10/24/17	2016-16 & 2017-112							
Project Manager:		11,413.00	contingency authorized 5%								
account #	301-3580-519-62-00	160,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Bid No. RFQ-11-12-COC										
			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00				$ 604.47
	Architects Design Group PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00				$ 20,727.85
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40				
	Architects RZK PO#69801/71235		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75			
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47			
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor per agenda memo V.9 1/10/2017)		32160	36,441.85	160,718.72	37,046.32			
**There is no project contingency on the contruction piece of this project.			*Pending FY17 Liquidation*			(15,714.00)	145,004.72	21,332.32			
			FY 18 PO ISSUE #71235	FY2018	34197	15,714.00	160,718.72	21,332.32	15,714.00	$ 10,864.50	
			CO#1Design and Permitting		34587	1,197.58	161,916.30	21,332.32	16,911.58		
			CO#1Design and Permitting		34587	10,215.42	172,131.72	21,332.32	27,127.00		
	**contingency is for primary construction contract and any additional related service contracts per Res. 2016-16*	(718.72)	^contingency balance-->								
CP16F2	Fire Station #2 Design										
	Brunson Blvd.										
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104	2017-111						
Project Manager:		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16								
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Bid No. RFQ-11-12-COC										
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00				
	Architects RZK FY18-71233		*CO#2*		30996	9,992.00	113,316.00				
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265) not charged against contingency. TO#2017-03 approved 01/10/2017 V.2. File #17-7.		*FY16 Liquidation*			(37,965.91)	75,350.09				
			FY 17 PO Issue #69348 (reissue FY16 PO#67486)	FY2017	31770	6,143.40	81,493.49	6,143.40			$ 6,143.40
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40			$ 4,549.53
**There is no project contingency on the contruction piece of this project.			*CO#1 PO#69645*		32264	774.53	86,043.02	10,692.93			
			FY 18 PO ISSUE	FY2018	34187	25,487.00	111,530.02	10,692.93	25,487.00	$ 9,354.50	
	**contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")*	5,174	^contingency balance-->								
* Fire Stations 1 and 2 were switched after Council											
WS1402	Reject Pond Rehab - Engineering Services										
Op. Rev.		9,425,900.00	12/8/2015	2015-091							
Project Manager:		856,900.00	contingency authorized								
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	PETTICOTT-SCHMITT PO# 67619/69660/71761		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00				$ 5,531,981.69
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77			
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77			
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77			
			Pending FY17 Liquidation			(1,387,013.08)	7,352,463.92	5,531,981.69			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	5,531,981.69	1,387,013.08	$ -	
		686,423	^contingency balance-->								
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements										
Op. Rev.		1,213,820.00	3/24/2015 VII. 3.	2015-012		63-00					
Project Manager:		110,347.00	10% contingency authorized of $1,103,473								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
account #	421-4055-536-63-00	1,103,473.00	exp authorized before contingency					Cumulative	FY17 cum	FY18 cum		
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00		1,103,473.00				$ 15,300.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)		220,050.00				
			FY16 PO Issue	FY 2016	29146	883,423.00		1,103,473.00				
			CO#1		29489	7,268.19		1,110,741.19				
			E		30181	7,419.37		1,118,160.56				
			CO#3		30320	32,643.88		1,150,804.44				
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)		1,020,424.00				
				FY2017	31997	130,380.44		1,150,804.44	130,380.44			
			CO#4		33777	(37,061.00)		1,113,743.44	93,319.44			
			Pending FY17 Liquidation			(78,019.44)		1,035,724.00	15,300.00			
			FY 18 PO ISSUE	FY2018				1,035,724.00	15,300.00	-	$ -	
		63,016	^contingency balance-->									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager:		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY17 cum	FY18 cum		
	Brandes Design-Build. PO #67318/69608		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53				
			FY16 PO Issue PO# 67318	FY2016	29192	**1,542,102.38**		4,501,559.91			v	
	Mead & Hunt (formerly QLH) PO #70943		*TO 2015-67 P.O. 67455 TO CH2M for Scada Programing*		29315	21,434.07		4,522,993.98			v	
			PO# 67460 to QLH for SDC		29381	53,001.11		4,575,995.09			v	
	CH2M Hill PO #67455/		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00		4,599,028.09				
			CO#1 PO 67318		29647	53,686.38		4,652,714.47				
			CO#2 install electronic indicators PO 67318		30007	8,917.65		4,661,632.12				
			CO#2 additional inspection services PO# 67460		30758	18,000.00		4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34		3,860,665.17	26,064.34			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80		4,667,012.97	832,412.14			$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)		4,655,728.58	821,127.75			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39		4,667,012.97	832,412.14			$ 1,300.00
			PO# CH2M Hill (reissue PO#67455)					4,667,012.97	832,412.14			
			PO# 69608 Pending FY17 Liquidation		31980	(420,315.30)		4,246,697.67	412,096.84			
			PO# 70943 Pending FY17 Liquidation		33736	(9,984.39)		4,236,713.28	402,112.45			
			FY 18 PO ISSUE	FY2018				4,236,713.28	402,112.45	-	$ -	
		209,868	^contingency balance-->									
WS1117	SCADA Support Hardware Integration Services											
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090								
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00					
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency									
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY17 cum	FY18 cum		
	CH2M Hill Engineers, Inc. FY2014 PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00				$ 244,575.44
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00				
					26634		(2,316,644.00)					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00				
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00				
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a			2,914,274.00				
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10				
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00				
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44				
	CH2M Hill Engineers, Inc. PO# 67261		PO# 69602 FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00	13,217.56			
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00	244,737.56			
	CH2M Hill Engineers, Inc. PO# 67264		*Pending FY17 Liquidation*			(162.12)		3,145,631.88	244,575.44			
				FY2018				3,145,631.88	244,575.44	-	$ -	
		$ 144.40	^contingency balance-->									
WS1222	BNR Process Improvements											
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083								
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
		2,779,000.00	constr' exp authorized before contingency									
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037								
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order									
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY17 cum	FY18 cum	FY18	FY17
	Brandes Design-Build, Inc. FY2013 PO# 62086											
	Bid No. B-13-11-COC											
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
	Brandes FY2017 PO# 69615		CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
	CDM Smith FY2017 PO# 69522/69955/69956 FY2018 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43	-			
	Chinchor Electric FY2017 PO#69705				29249	32,800.00		2,871,794.43				
			CO#1		29329	(5,000.00)		2,866,794.43				
			CO#2		29212	4,151.50		2,870,945.93				
			CO#3		29905	5,327.32		2,876,273.25				
			CO#4		30046	(5,327.32)		2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09				$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	33,812.06			$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	34,482.06			$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	47,732.06			$ 58,955.00
			PO# 69615 Pending FY17 Liquidation			(33,812.06)		2,872,062.03	13,920.00			$ 169,885.00
			PO# 69522 Pending FY17 Liquidation			(13.25)		2,872,048.78	13,906.75			$ 1,458,803.25
			Reissue PO#69522	FY2018	34520	13.25		2,872,062.03	13,906.75	13.25	$ -	
			CO#1		34650	36,340.00		2,908,402.03	13,906.75	36,353.25		
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00				$ -
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete						
		28,686	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	17-544	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/15/2017			**In control:**	City Council
On agenda:	1/9/2018			**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 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2017
Agenda Date: January 9, 2018
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 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This November 2017 report is unaudited and preliminary as many FY2017 closing entries are still pending.

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 2018 Budget by Classification Report - Summary Listing

Through 11/30/2017

Target for November is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 984,381.15	$ 6,680,600.85	13%
OTHER PERMITS AND FEES	$ 3,103,557		$ 395,292.88	$ 2,708,264.12	13%
INTERGOVERNMENTAL	$ 2,032,862		$ 3,213.07	$ 2,029,648.93	0%
CHARGES FOR SERVICES	$ 11,336,920		$ 1,765,508.98	$ 9,571,411.02	16%
FINES AND FORFEITURES	$ 26,000		$ 1,510.93	$ 24,489.07	6%
MISCELLANEOUS	$ 805,052		$ 44,876.88	$ 760,175.12	6%
OTHER SOURCES (NON-REVENUE)	$ 12,127,193		$ 1,237,338.62	$ 10,889,854.38	10%
REVENUE TOTALS	**$ 37,096,566**		**$ 4,432,122.51**	**$ 32,664,443.49**	**12%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,275,405	$ 4,824.00	$ 3,052,245.17	$ 19,218,335.83	14%
OPERATING EXPENDITURES	$ 9,508,971	$ 2,620,833.30	$ 1,316,376.91	$ 5,571,760.79	41%
CAPITAL OUTLAY	$ 3,460,398	$ 85,804.61	$ 62,173.15	$ 3,312,420.24	4%
GRANTS, AIDS AND OTHER	$ 1,851,792	$ -	$ -	$ 1,851,792.00	0%
EXPENSE TOTALS	**$ 37,096,566**	**$ 2,711,461.91**	**$ 4,430,795.23**	**$ 29,954,308.86**	19%
REVENUE TOTALS	**$ 37,096,566**	**$ -**	**$ 4,432,122.51**	**$ 32,664,443.49**	**12%**
EXPENSE TOTALS	**$ 37,096,566**	**$ 2,711,461.91**	**$ 4,430,795.23**	**$ 29,954,308.86**	**19%**
	$ -	**$ (2,711,461.91)**	**$ 1,327.28**		

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	420,550	753,821.60	179	841,100	753,821.60	90	5,046,608	4,292,786.40
20	00	DELINQUENT TAXES	1,250	47.83	4	2,500	47.83	2	15,000	14,952.17
25	00	PENALTIES RE: TAXES	416	448.78	108	832	448.78	54	5,000	4,551.22
30	00	TAX CERTIFICATES	16,666	.00		33,332	.00		200,000	200,000.00
311	**	AD VALOREM	438,882	754,318.21	172	877,764	754,318.21	86	5,266,608	4,512,289.79
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	33,333	.00		66,666	.00		400,000	400,000.00
312	**	SALES USE AND FUEL TAXES	33,333	.00		66,666	.00		400,000	400,000.00
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	88,209	148,809.36	169	176,418	120,407.36	68	1,058,517	938,109.64
30	00	WATER-COCOA	27,888	27,396.15	98	55,776	27,424.06	49	334,667	307,242.94
40	00	GAS	1,500	926.00-	62	3,000	1,852.00-	62	18,000	19,852.00
80	00	PROPANE	1,123	309.00-	28	2,246	618.00-	28	13,484	14,102.00
314	**	UTILITY SERVICE TAX	118,720	174,970.51	147	237,440	145,361.42	61	1,424,668	1,279,306.58
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	67,284	35,882.00-	53	403,706	439,588.00
315	**	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	67,284	35,882.00-	53	403,706	439,588.00
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	5,865.29	41	28,332	120,583.52	426	170,000	49,416.48
316	**	LOCAL BUSINESS TAX	14,166	5,865.29	41	28,332	120,583.52	426	170,000	49,416.48
310	***	TAXES	638,743	917,213.01	144	1,277,486	984,381.15✓	77	7,664,982✓	6,680,600.85✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	25,000	7,170.50	29	50,000	15,246.50	31	300,000	284,753.50
10	00	TRAINING SURCHARGE	66	.00		132	.00		800	800.00
322	**	BUILDING PERMITS	25,066	7,170.50	29	50,132	15,246.50	30	300,800	285,553.50
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,666	28,232.00-	42	133,332	56,464.00-	42	800,000	856,464.00
40	00	GAS	1,208	1,014.00-	84	2,416	2,028.00-	84	14,500	16,528.00
70	00	SOLID WASTE	15,014	15,423.99	103	30,028	30,106.29	100	180,170	150,063.71
323	**	FRANCHISE FEES	82,888	13,822.01-	17	165,776	28,385.71-	17	994,670	1,023,055.71
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	135,840	406,241.07	299	271,680	406,821.78	150	1,630,087	1,223,265.22

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	166	.00		332	.00		2,000	2,000.00
12 03	PENALTIES	83	50.31	61	166	50.31	30	1,000	949.69
12 04	TAX CERTIFICATES	12,500	.00		25,000	.00		150,000	150,000.00
12 *	SERVICE	148,589	406,291.38	273	297,178	406,872.09	137	1,783,087	1,376,214.91
325 **	SPECIAL ASSESSMENT	148,589	406,291.38	273	297,178	406,872.09	137	1,783,087	1,376,214.91
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	2,083	125.00	6	4,166	500.00	12	25,000	24,500.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	760.00		0	1,060.00		0	1,060.00-
329 **	OTHER PERMITS & FEES	2,083	885.00	43	4,166	1,560.00	37	25,000	23,440.00
320 ***	OTHER PERMITS & FEES	258,626	400,524.87	155	517,252	395,292.88 ✓	76	3,103,557 ✓	2,708,264.12 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	.00		25,982	.00		155,894	155,894.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	.00		25,982	.00		155,894	155,894.00
20 01	RES OFFCR - CTY CONTRACT	2,200	.00		4,400	.00		26,400	26,400.00
20 05	JAG GRANT	1,955	.00		3,910	.00		23,464	23,464.00
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	1,276	.00		2,552	.00		15,322	15,322.00
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	8,505	.00		17,010	.00		102,065	102,065.00
20 *	PUBLIC SAFETY	13,936	.00		27,872	.00		167,251	167,251.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	26,927	.00		53,854	.00		323,145	323,145.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		6,666	.00		40,000	40,000.00

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
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		6,666	.00		40,000	40,000.00
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	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	39,000	.00		78,000	.00		468,000	468,000.00
12	20	8TH CNT MUNICIPAL GAS TAX	12,204	.00		24,408	.00		146,458	146,458.00
12	*	STATE REVENUE SHARING	51,204	.00		102,408	.00		614,458	614,458.00
14	00	MOBILE HOME LICENSES	1,666	2,698.70	162	3,332	3,213.07	96	20,000	16,786.93
15	00	ALCOHOLIC BEVERAGE	1,809	.00		3,618	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	82,500	.00		165,000	.00		990,000	990,000.00
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	139,140	2,698.70	2	278,280	3,213.07	1	1,669,717	1,666,503.93
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	169,400	2,698.70	2	338,800	3,213.07	1	2,032,862	2,029,648.93

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								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
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	461,301	468,935.00	102	922,602	937,870.00	102	5,535,621	4,597,751.00
31 00	ADMIN FEES STORMWATER	7,632	.00		15,264	.00		91,595	91,595.00
40 00	CERTIFY/COPY/SEARCH	8,333	8,976.07	108	16,666	9,058.42	54	100,000	90,941.58
90 12	PASSPORT EXECUTION FEES	750	125.00	17	1,500	425.00	28	9,000	8,575.00
341 **	GENERAL GOVERNMENT	478,016	478,036.07	100	956,032	947,353.42	99	5,736,216	4,788,862.58
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	350.00		0	350.00		0	350.00-
90 01	FALSE ALARM FEES	925	1,260.00	136	1,850	2,380.00	129	11,100	8,720.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	1,610.00	174	1,850	2,730.00	148	11,100	8,370.00
342 **	PUBLIC SAFETY	925	1,610.00	174	1,850	2,730.00	148	11,100	8,370.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	37,117.33	109	68,402	37,117.33	54	410,422	373,304.67
37 11	ROCKLEDGE	21,605	22,768.38	105	43,210	22,768.38	53	259,269	236,500.62
37 12	SUN LAKE	285	301.93	106	570	301.93	53	3,420	3,118.07
37 13	CLNY PK-M.I.UTIL CO.	153	154.78	101	306	154.78	51	1,844	1,689.22
37 16	COCOA BEACH	8,922	9,006.96	101	17,844	9,006.96	51	107,066	98,059.04
37 17	CAPE CANAVERAL	7,365	7,426.04	101	14,730	7,426.04	50	88,382	80,955.96
37 18	TITUSVILLE	321	334.55	104	642	334.55	52	3,854	3,519.45
37 *	WATER BILLING SERVICES	72,852	77,109.97	106	145,704	77,109.97	53	874,257	797,147.03
39 01	SERVICE CHARGES	34,666	46,704.84	135	69,332	79,618.92	115	416,000	336,381.08
39 03	ADMIN CHARGES	33,333	31,560.00	95	66,666	59,700.00	90	400,000	340,300.00
39 04	PENALTIES	72,916	76,356.16	105	145,832	140,083.28	96	875,000	734,916.72
39 05	NSF CHECKS	2,960	2,645.01	89	5,920	5,600.81	95	35,525	29,924.19
39 *	WATER OTHER INCOME	143,875	157,266.01	109	287,750	285,003.01	99	1,726,525	1,441,521.99
41 10	GARBAGE REVENUES	181,575	173,960.96	96	363,150	339,354.11	93	2,178,903	1,839,548.89
41 20	RECYCLING REVENUE	18,065	18,046.64	100	36,130	35,466.20	98	216,789	181,322.80
41 30	GREEN WASTE	15,449	15,536.94	101	30,898	30,254.18	98	185,394	155,139.82
41 *	GARBAGE COLLECTION	215,089	207,544.54	97	430,178	405,074.49	94	2,581,086	2,176,011.51

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,225.56	102	16,116	8,225.56	51	96,697	88,471.44
45 20	SALE - RECYCLING MATERIAL	125	.00		250	.00		1,500	1,500.00
45 *	GARBAGE - OTHER REVENUE	8,183	8,225.56	101	16,366	8,225.56	50	98,197	89,971.44
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	7,608	.00		15,216	.00		91,303	91,303.00
90 *	OTHER PHYSICAL ENVIRON	11,969	.00		23,938	.00		143,639	143,639.00
343 **	PHYSICAL ENVIRONMENT	451,968	450,146.08	100	903,936	775,413.03	86	5,423,704	4,648,290.97
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	4,583	3,939.41	86	9,166	18,142.05	198	55,000	36,857.95
39 11	TENANT MAINTENANCE FEES	116	131.60	113	232	394.80	170	1,400	1,005.20
39 20	COCOA CIVIC CENTER	4,583	2,902.76	63	9,166	14,018.48	153	55,000	40,981.52
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	85.00	6	2,832	5,242.73	185	17,000	11,757.27
39 *	OTHER CULTURAL SERVICES	10,698	7,058.77	66	21,396	37,798.06	177	128,400	90,601.94
40 01	COCOA VILLAGE 10% GROSS	2,083	50.00	2	4,166	200.00	5	25,000	24,800.00
40 05	PERMIT FEES	208	50.00	24	416	600.00	144	2,500	1,900.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	100.00	4	4,582	800.00	18	27,500	26,700.00
50 10	EVENT FEES	500	495.32	99	1,000	1,114.47	111	6,000	4,885.53
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	300.00	90	666	300.00	45	4,000	3,700.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	795.32	96	1,666	1,414.47	85	10,000	8,585.53
347 **	CULTURE/RECREATION	13,822	7,954.09	58	27,644	40,012.53	145	165,900	125,887.47
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	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								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,731	937,746.24	99	1,889,462	1,765,508.98	93	11,336,920	9,571,411.02
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	2,166	774.19	36	4,332	1,510.93	35	26,000	24,489.07
351	**	JUDGMENTS AND FINES	2,166	774.19	36	4,332	1,510.93	35	26,000	24,489.07
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	2,166	774.19	36	4,332	1,510.93	35	26,000	24,489.07
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	.00		2,500	23,075.76-	923	15,000	38,075.76
20	00	DIVIDENDS	0	.00		0	560.39		0	560.39-
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	1,250	.00		2,500	22,515.37-	901	15,000	37,515.37
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,165	26,148.14	257	20,330	37,581.47	185	121,990	84,408.53
362	**	RENT AND ROYALTIES	10,165	26,148.14	257	20,330	37,581.47	185	121,990	84,408.53
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10	00	GAIN/LOSS	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
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	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
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	11,666	6,250.00	54	23,332	12,500.00	54	140,000	127,500.00
10 09	POLICE/FIRE DEPTS	108	.00		216	.00		1,299	1,299.00
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	108	.00		216	.00		1,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	11,774	6,250.00	53	23,548	12,500.00	53	141,299	128,799.00
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	12,210	.00		24,420	.00		146,530	146,530.00
22 00	FIRE STATE CONTRIBUTION	9,602	.00		19,204	.00		115,233	115,233.00
368 **	PENSION CONTRIBUTIONS	21,812	.00		43,624	.00		261,763	261,763.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,666	16.55		13,332	2,592.11	19	80,000	77,407.89
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	3,000.00	120	5,000	6,450.00	129	30,000	23,550.00
90 03	CODE ENF ABATE/DEMO REV	4,166	970.00	23	8,332	2,305.00	28	50,000	47,695.00
90 04	MISC. POLICE REVENUES	0	50.00		0	90.53		0	90.53-
90 05	INVESTIGATIVE COSTS REIM	5,000	1,629.63	33	10,000	4,173.14	42	60,000	55,826.86
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	1,700.00	136	2,500	1,700.00	68	15,000	13,300.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,500	.00		5,000	.00		30,000	30,000.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	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
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	7,366.18	33	44,164	17,310.78	39	265,000	247,689.22
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	22,082	7,366.18	33	44,164	17,310.78	39	265,000	247,689.22
360 ***	MISCELLANEOUS REVENUES	67,083	39,764.32	59	134,166	44,876.88	33	805,052	760,175.12
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		9,134	27,646.62	303	54,807	27,160.38
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,156	.00		1,156	.00		12,721	12,721.00
91 23	STORMWATER (423)	806	.00		1,529	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	6,529	.00		11,819	27,646.62	234	77,123	49,476.38
381 **	INTERFUND TRANSFER	6,529	.00		11,819	27,646.62	234	77,123	49,476.38
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	1,026,302	1,026,304.00	100	6,157,822	5,131,518.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	183,388	183,388.00	100	1,100,328	916,940.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	1,209,690	1,209,692.00	100	7,258,150	6,048,458.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	1,209,690	1,209,692.00	100	7,258,150	6,048,458.00
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	.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
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	14,871	.00		29,742	.00		178,453	178,453.00
90	20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	14,871	.00		29,742	.00		178,453	178,453.00
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	384,455	.00		768,910	.00		4,613,467	4,613,467.00
99	*	BALANCE FORWARD	384,455	.00		768,910	.00		4,613,467	4,613,467.00
389	**	NON OPERATING SOURCES	399,326	.00		798,652	.00		4,791,920	4,791,920.00
380	***	OTHER SOURCES(NON-REV)	1,010,700	604,846.00	60	2,020,161	1,237,338.62	61	12,127,193	10,889,854.38
FUND TOTAL		GENERAL FUND	3,091,449	2,903,567.33	94	6,181,659	4,432,122.51	72	37,096,566	32,664,443.49

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	2618	2550.00	97	5236	5100.00	97	.00	31424	26324.00	16
11 **	EXECUTIVE SALARIES	2618	2550.00	97	5236	5100.00	97	.00	31424	26324.00	16
12-00	REGULAR SALARIES & WAGES	974532	998910.02	103	1950125	1606699.32	82	.00	11695573	10088873.68	14
12-06	SALARIES/CONTRACTUAL	1713	1925.00	112	3426	2940.00	86	.00	20559	17619.00	14
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	3736	957.06	26	7472	2815.66	38	.00	44841	42025.34	6
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	979981	1001792.08	102	1961023	1612454.98	82	.00	11760973	10148518.02	14
13-00	OTHER SALARIES & WAGES	82641	88358.96	107	164221	144774.88	88	.00	990678	845903.12	15
13 **	OTHER SALARIES & WAGES	82641	88358.96	107	164221	144774.88	88	.00	990678	845903.12	15
14-00	OVERTIME	27894	45222.44	162	55333	77962.63	141	.00	334362	256399.37	23
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	27894	45222.44	162	55333	77962.63	141	.00	334362	256399.37	23
15-00	SPECIAL PAY	33566	37352.60	111	67132	57354.80	85	.00	402809	345454.20	14
15 **	SPECIAL PAY	33566	37352.60	111	67132	57354.80	85	.00	402809	345454.20	14
20-00	CLOTHING/SHOE ALLOWANCE	1676	2985.00	178	3352	6895.00	206	.00	20135	13240.00	34
20 **	CLOTHING/SHOE ALLOWANCE	1676	2985.00	178	3352	6895.00	206	.00	20135	13240.00	34
21-00	FICA TAXES	83608	86872.85	104	167216	139643.87	84	.00	1003402	863758.13	14
21 **	FICA TAXES	83608	86872.85	104	167216	139643.87	84	.00	1003402	863758.13	14
22-00	RETIREMENT CONTRIBUTIONS	78727	58937.87	75	157454	94734.28	60	.00	944847	850112.72	10
22-01	LICENSED POLICE/FIRE	187924	194166.44	103	375848	316885.67	84	.00	2255112	1938226.33	14
22-02	STATE CONTRIBUTIONS	32503	.00	0	65006	.00	0	.00	261763	261763.00	0
22-03	ICMA - CITY MANAGER	1080	1208.87	112	2160	1937.57	90	.00	12960	11022.43	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	300234	254313.18	85	600468	413557.52	69	.00	3474682	3061124.48	12
23-00	LIFE/HEALTH INSURANCE	277607	236488.30	85	555214	453434.76	82	4824.00	3331413	2873154.24	14
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277607	236488.30	85	555214	453434.76	82	4824.00	3331413	2873154.24	14
24-00	WORKER'S COMPENSATION	55458	55745.89	101	110916	102586.73	93	.00	665647	563060.27	15
24 **	WORKER'S COMPENSATION	55458	55745.89	101	110916	102586.73	93	.00	665647	563060.27	15
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21240	19310.00	91	42480	38480.00	91	.00	254880	216400.00	15
27 **	CAFETERIA PLAN	21240	19310.00	91	42480	38480.00	91	.00	254880	216400.00	15
31-00	PROFESSIONAL SERVICES	19415	5299.35	27	38557	10196.35	26	93308.65	232730	129225.00	45
31-01	LEGAL FEES	33813	38420.29	114	67626	38420.29	57	362346.71	405767	5000.00	99
31-02	MEDICAL SERVICES	3490	161.50	5	6980	161.50	2	36828.50	41890	4900.00	88
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	13125.00	1201	2186	13125.00	600	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	15433	6156.53	40	30866	6156.53	20	179050.47	185207	.00	100
31 **	PROFESSIONAL SERVICES	73244	63162.67	86	146215	68059.67	47	671534.33	878719	139125.00	84
32-00	ACCOUNTING & AUDITING	3625	4900.00	135	7250	4900.00	68	38600.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	4900.00	135	7250	4900.00	68	38600.00	43500	.00	100
34-00	CONTRACT SERVICES	98927	120471.14	122	189632	259621.61	137	558040.34	1178985	361323.05	69
34-03	CUSTOMER SERVICE CONTRACT	154431	152064.09	99	308862	152064.09	49	.00	1853174	1701109.91	8
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	2878	.00	0	6211	.00	0	.00	35000	35000.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	256236	272535.23	106	504705	411685.70	82	558040.34	3067159	2097432.96	32

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	17567	.00	0	43356	.00	0	.00	219036	219036.00	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	17567	.00	0	43356	.00	0	.00	219036	219036.00	0
40-00	TRAVEL & PER DIEM	4581	2576.39	56	9162	2896.39	32	35.00	55090	52158.61	5
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4581	2576.39	56	9162	2896.39	32	35.00	55090	52158.61	5
41-00	COMMUNICATION	10487	7629.68	73	20781	17093.61	82	63629.89	125691	44967.50	64
41 **	COMMUNICATION	10487	7629.68	73	20781	17093.61	82	63629.89	125691	44967.50	64
42-00	POSTAGE & FREIGHT	36011	48336.25	134	72022	80529.33	112	311562.96	432234	40141.71	91
42 **	POSTAGE & FREIGHT	36011	48336.25	134	72022	80529.33	112	311562.96	432234	40141.71	91
43-00	ELECTRIC/WATER/SEWER	57976	53157.64	92	115952	68675.64	59	561252.03	695740	65812.33	91
43 **	ELECTRIC/WATER/SEWER	57976	53157.64	92	115952	68675.64	59	561252.03	695740	65812.33	91
44-00	RENTALS AND LEASES	21336	45604.21	214	42644	55218.26	130	53813.94	256061	147028.80	43
44 **	RENTALS AND LEASES	21336	45604.21	214	42644	55218.26	130	53813.94	256061	147028.80	43
45-00	INSURANCE	32741	2860.00-	9-	65482	99428.18	152	.00	392946	293517.82	25
45 **	INSURANCE	32741	2860.00-	9-	65482	99428.18	152	.00	392946	293517.82	25
46-00	REPAIRS & MAINTENANCE	51821	48115.74	93	103642	269957.23	261	120348.59	621908	231602.18	63
46-02	REPAIR/MAINT BUILDING	23959	9399.99	39	47918	39650.49	83	49660.08	287521	198210.43	31
46-03	REPAIR/MAINT-VEHICLES	19746	11618.35	59	39492	11703.35	30	4596.76	236993	220692.89	7
46-05	HYDRANT FEES	16090	16114.14	100	32180	32228.28	100	.00	193080	160851.72	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	111616	85248.22	76	223232	353539.35	158	174605.43	1339502	811357.22	39
47-00	PRINTING & BINDING	1803	796.20	44	3606	1379.60	38	2563.65	21720	17776.75	18
47 **	PRINTING & BINDING	1803	796.20	44	3606	1379.60	38	2563.65	21720	17776.75	18
48-00	PROMOTIONAL ACTIVITIES	3784	1855.92	49	7568	1855.92	25	506.25-	45445	44095.33	3
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	4166	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5867	1855.92	32	11734	1855.92	16	506.25-	70445	69095.33	2
49-00	OTHER CHARGES & OBLIG.	17625	8917.17	51	35250	20787.44	59	11232.50	211561	179541.06	15
49-02	ADVERTISING	48	.00	0	73	.00	0	.00	550	550.00	0
49-05	BROWNFIELDS REDEV PROG	12991	36.00	0	25982	628.00	2	24352.89	155894	130913.11	16
49-06	BROWNFIELD PROG CITY COST	1666	.00	0	3332	.00	0	.00	20000	20000.00	0
49-07	BAD DEBT EXPENSE	12499	9058.94-	73-	24998	16192.87-	65-	.00	150000	166192.87	11-
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	.00	0	.00	22500	22500.00	0
49 **	OTHER CHARGES & OBLIG.	46704	105.77-	0	93385	5222.57	6	35585.39	560505	519697.04	7
52-00	OPERATING SUPPLIES	69436	34269.41	49	138148	87491.63	63	51402.61	832616	693721.76	17
52-02	UNIFORMS	1685	981.47	58	3370	981.47	29	4509.13	20230	14739.40	27
52-05	EMS 1st RESP-CONSUM SUPP	3373	1186.28	35	6746	3149.30	47	28930.70	40480	8400.00	79
52-07	JANITORIAL SUPPLIES	2221	913.18	41	4442	2783.34	63	.00	26676	23892.66	10
52-10	HEATING FUEL	128	104.75	82	256	191.81	75	1344.19	1536	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18495	19066.77	103	36990	19066.77	52	.00	221982	202915.23	9
52-33	EMPLOYEE HEALTH CENTER	4889	.00	0	9778	.00	0	58678.00	58678	.00	100
52 **	OPERATING SUPPLIES	100227	56521.86	56	199730	113664.32	57	144864.63	1202198	943669.05	22

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	1250	.00	0	2500	.00	0	5000.00	15000	10000.00	33
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	2500	.00	0	5000.00	15000	10000.00	33
54-00	MEMBERSHIP/PUBLICATIONS	3056	4195.40	137	6112	11033.90	181	251.96	36767	25481.14	31
54 **	MEMBERSHIP/PUBLICATIONS	3056	4195.40	137	6112	11033.90	181	251.96	36767	25481.14	31
55-00	TRAINING	7213	2755.00	38	14426	20557.63	143	.00	86658	66100.37	24
55-01	EDA PROGRAM	833	636.84	77	1666	636.84	38	.00	10000	9363.16	6
55 **	TRAINING	8046	3391.84	42	16092	21194.47	132	.00	96658	75463.53	22
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	14583	.00	0	29166	.00	0	.00	175000	175000.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	14583	.00	0	29166	.00	0	.00	175000	175000.00	0
63-00	INFRASTRUCTURE	233883	.00	0	467766	.00	0	25755.00	2806607	2780852.00	1
63 **	INFRASTRUCTURE	233883	.00	0	467766	.00	0	25755.00	2806607	2780852.00	1
64-00	MACHINERY AND EQUIPMENT	25822	13272.48	51	51644	62173.15	120	60049.61	309905	187682.24	39
64-01	JAG GRANT	1955	.00	0	3910	.00	0	.00	23464	23464.00	0
64-15	IT HARDWARE	12117	.00	0	24234	.00	0	.00	145422	145422.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	39894	13272.48	33	79788	62173.15	78	60049.61	478791	356568.24	26

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	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	.00	0	139432	.00	0	.00	836592	836592.00	0
81 **	AIDS TO GOVT AGENCY	69716	.00	0	139432	.00	0	.00	836592	836592.00	0
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	166666	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	166666	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	2532	.00	0	.00	15200	15200.00	0
83 **	OTHER GRANTS AND AIDS	1266	.00	0	2532	.00	0	.00	15200	15200.00	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	3101987	2491209.52	80	6202733	4430795.23	71	2711461.91	37096566	29954308.86	19
GRAND	TOTAL *********										
		3101987	2491209.52	80	6202733	4430795.23	71	2711461.91	37096566	29954308.86	19

FY 2018 Budget by Classification Report - Summary Listing

Through 11/30/2017

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	$ 1,863,827		$ 595,825.00	$ 1,268,002.00	32%
CHARGES FOR SERVICES	$ 54,576,227		$ 9,235,072.92	$ 45,341,154.08	17%
MISCELLANEOUS	$ 307,595		$ (42,993.36)	$ 350,588.36	-14%
OTHER SOURCES (NON-REVENUE)	$ 29,877,027		$ 170,469.68	$ 29,706,557.32	1%
REVENUE TOTALS	**$ 86,624,676**	-	**$ 9,958,374.24**	**$ 76,666,301.76**	**11%**
				$ 23,131,238.65	
EXPENSE					
SALARIES AND BENEFITS	$ 14,354,923	$ 3,216.00	$ 1,940,969.50	$ 12,410,737.50	14%
OPERATING EXPENDITURES	$ 24,952,449	$ 6,588,341.99	$ 2,671,849.38	$ 15,692,257.63	37%
CAPITAL OUTLAY	$ 31,380,747	$ 3,824,145.25	$ (318,767.78)	$ 27,875,369.53	11%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 1,624,592.00	$ 14,311,965.00	10%
EXPENSE TOTALS	**$ 86,624,676**	**$ 10,415,703.24**	**$ 5,918,643.10**	**$ 70,290,329.66**	19%
REVENUE TOTALS	**$ 86,624,676**	**$ -**	**$ 9,958,374.24**	**$ 76,666,301.76**	**11%**
EXPENSE TOTALS	**$ 86,624,676**	**$ 10,415,703.24**	**$ 5,918,643.10**	**$ 70,290,329.66**	**19%**
	$ -	**$ (10,415,703.24)**	**$ 4,039,731.14**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,887	108,525.00	151	143,774	260,225.00	181	862,654	602,429.00
03 11	WATER - COMMERCIAL	73,954	238,350.00	322	147,908	268,975.00	182	887,457	618,482.00
03 20	SEWER - RESIDENTIAL	852	.00		1,704	1,250.00	73	10,235	8,985.00
03 21	SEWER - COMMERCIAL	8,623	59,750.00	693	17,246	65,375.00	379	103,481	38,106.00
03 *	IMPACT FEES	155,316	406,625.00	262	310,632	595,825.00	192	1,863,827	1,268,002.00
324 **	IMPACT FEES	155,316	406,625.00	262	310,632	595,825.00	192	1,863,827	1,268,002.00
320 ***	OTHER PERMITS & FEES	155,316	406,625.00	262	310,632	595,825.00	192	1,863,827	1,268,002.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
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	3,842,814	4,047,108.95	105	7,685,628	7,636,688.32	99	46,113,775	38,477,086.68
33 00	WATER CONNECTION FEE	20,000	43,630.89	218	40,000	93,250.89	233	240,000	146,749.11
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	43,630.89	218	40,000	93,250.89	233	240,000	146,749.11
36 00	WATER HYDRANT FEES	217,357	256,746.22	118	434,714	508,499.15	117	2,608,291	2,099,791.85
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	133	400.00	301	266	700.00	263	1,600	900.00
39 07	BACKFLOW DEVICE TEST	12,083	14,250.17	118	24,166	27,698.73	115	145,000	117,301.27
39 08	JUMPER METERS	58	100.00	172	116	250.00	216	700	450.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	2,000	3,500.00	175	12,000	8,500.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	82	110.84	135	500	389.16
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	13,315	16,305.59	123	26,630	32,259.57	121	159,800	127,540.43
51 00	SEWER SALES	425,692	423,827.63	100	851,384	908,064.72	107	5,108,310	4,200,245.28
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,692	423,827.63	100	851,384	908,064.72	107	5,108,310	4,200,245.28
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	634.11	123	1,032	1,192.89	116	6,200	5,007.11
60 00	REUSE WATER	27,737	25,806.84	93	55,474	54,098.79	98	332,851	278,752.21
60 01	REUSE WATER INSTALLATION	583	38.08	7	1,166	1,018.59	87	7,000	5,981.41
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,320	25,844.92	91	56,640	55,117.38	97	339,851	284,733.62
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,014	4,814,098.31	106	9,096,028	9,235,072.92	102	54,576,227	45,341,154.08
340 ***	CHARGES FOR SERVICES	4,548,014	4,814,098.31	106	9,096,028	9,235,072.92✓	102	54,576,227✓	45,341,154.08✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		40,214	49,018.49-	122	241,295	290,313.49
10 10	SBA	0	.00		0	.13		0	.13-
10 *	INTEREST	20,107	.00		40,214	49,018.36-	122	241,295	290,313.36
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	49,018.36-	122	241,295	290,313.36
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	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%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	.00		1,666	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		1,666	.00		10,000	10,000.00
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	3,225.00	97	6,666	4,725.00	71	40,000	35,275.00
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	3,225.00	97	6,666	4,725.00	71	40,000	35,275.00
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	3,225.00	97	6,666	4,725.00	71	40,000	35,275.00
360 ***	MISCELLANEOUS REVENUES	25,631	3,225.00	13	51,262	42,993.36- ✓	84	307,595 ✓	350,588.36 ✓
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	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	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	69,310.00		0	77,285.00		0	77,285.00-
82 00	CONTRIBUTION S MAINLAND	0	2,663.94		0	14,207.68		0	14,207.68-
83 00	CONTRIBUTION VIERA	0	37,119.19		0	78,977.00		0	78,977.00-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	37,119.19		0	78,977.00		0	78,977.00-
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	2,489,752	.00		4,979,504	.00		29,877,027	29,877,027.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,489,752	.00		4,979,504	.00		29,877,027	29,877,027.00
389 **	NON OPERATING SOURCES	2,489,752	109,093.13	4	4,979,504	170,469.68	3	29,877,027	29,706,557.32
380 ***	OTHER SOURCES(NON-REV)	2,489,752	109,093.13	4	4,979,504	170,469.68 ✓	3	29,877,027✓	29,706,557.32 ✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,218,713	5,333,041.44	74	14,437,426	9,958,374.24 ✓	69	86,624,676✓	76,666,301.76 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	REGULAR SALARIES & WAGES	702006	706008.12	101	1404012	1132265.94	81	.00	8424116	7291850.06	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	1447	.00	0	2894	2435.03	84	.00	17373	14937.97	14
12 **	REGULAR SALARIES & WAGES	703453	706008.12	100	1406906	1134700.97	81	.00	8441489	7306788.03	13
13-00	OTHER SALARIES & WAGES	44562	45139.50	101	89124	72249.92	81	.00	534767	462517.08	14
13 **	OTHER SALARIES & WAGES	44562	45139.50	101	89124	72249.92	81	.00	534767	462517.08	14
14-00	OVERTIME	36516	62764.31	172	73032	89463.33	123	.00	438244	348780.67	20
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	36516	62764.31	172	73032	89463.33	123	.00	438244	348780.67	20
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	1409	15350.00	1089	2818	15680.00	556	.00	16925	1245.00	93
20 **	CLOTHING/SHOE ALLOWANCE	1409	15350.00	1089	2818	15680.00	556	.00	16925	1245.00	93
21-00	FICA TAXES	58143	61341.09	106	116286	96277.59	83	.00	697754	601476.41	14
21 **	FICA TAXES	58143	61341.09	106	116286	96277.59	83	.00	697754	601476.41	14
22-00	RETIREMENT CONTRIBUTIONS	90226	68251.81	76	180452	109082.57	60	.00	1082743	973660.43	10
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	68251.81	76	180452	109082.57	60	.00	1082743	973660.43	10
23-00	LIFE/HEALTH INSURANCE	190457	151697.18	80	380914	303731.76	80	.00	2285528	1981796.24	13
23-02	LIFE/HEALTH RETIREES	16545	12276.00	74	33090	19555.92	59	3216.00	198547	175775.08	12
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	207002	163973.18	79	414004	323287.68	78	3216.00	2484075	2157571.32	13
24-00	WORKER'S COMPENSATION	41291	43646.80	106	82582	79827.44	97	.00	495526	415698.56	16

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	41291	43646.80	106	82582	79827.44	97	.00	495526	415698.56	16
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	13200	10200.00	77	26400	20400.00	77	.00	158400	138000.00	13
27 **	CAFETERIA PLAN	13200	10200.00	77	26400	20400.00	77	.00	158400	138000.00	13
31-00	PROFESSIONAL SERVICES	151431	.00	0	302862	6031.81	2	104131.00	1817197	1707034.19	6
31-01	LEGAL EXPENSES	6208	3237.80	52	12416	3237.80	26	46762.20	74503	24503.00	67
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	10723	4227.34	39	21446	4227.34	20	124457.66	128685	.00	100
31 **	PROFESSIONAL SERVICES	168862	7465.14	4	337724	13496.95	4	275350.86	2026385	1737537.19	14
32-00	ACCOUNTING & AUDITING	3625	4900.00	135	7250	4900.00	68	38600.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	4900.00	135	7250	4900.00	68	38600.00	43500	.00	100
34-00	CONTRACT SERVICES	113827	597.18	1	228672	22346.18	10	191317.54	1366963	1153299.28	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	922602	922604.00	100	.00	5535621	4613017.00	17
34 **	CONTRACT SERVICES	575128	461899.18	80	1151274	944950.18	82	191317.54	6902584	5766316.28	17
39-00	CONTINGENCY	50660	.00	0	101320	.00	0	.00	607929	607929.00	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	50660	.00	0	101320	.00	0	.00	607929	607929.00	0
40-00	TRAVEL AND PER DIEM	2316	.00	0	4632	36.00-	1-	.00	27815	27851.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2316	.00	0	4632	36.00-	1-	.00	27815	27851.00	0
41-00	COMMUNICATION	10645	7481.09	70	21290	15633.18	73	93657.46	127755	18464.36	86
41 **	COMMUNICATION	10645	7481.09	70	21290	15633.18	73	93657.46	127755	18464.36	86
42-00	FREIGHT & POSTAGE SERVICE	2927	1001.17	34	5854	1529.75	26	3650.69	35150	29969.56	15
42 **	FREIGHT & POSTAGE SERVICE	2927	1001.17	34	5854	1529.75	26	3650.69	35150	29969.56	15
43-00	ELECTRIC/WATER/SEWER	202161	139159.58	69	404322	195177.99	48	2211130.09	2425955	19646.92	99
43 **	ELECTRIC/WATER/SEWER	202161	139159.58	69	404322	195177.99	48	2211130.09	2425955	19646.92	99
44-00	RENTAL AND LEASES	2451	1075.00	44	5711	1583.42	28	3891.58	30250	24775.00	18
44 **	RENTAL AND LEASES	2451	1075.00	44	5711	1583.42	28	3891.58	30250	24775.00	18
45-00	INSURANCE	31417	.00	0	62834	100584.82	160	.00	377049	276464.18	27
45 **	INSURANCE	31417	.00	0	62834	100584.82	160	.00	377049	276464.18	27
46-00	REPAIRS & MAINTENANCE	602625	528134.66	88	1208450	708484.13	59	1630083.57	7234728	4896160.30	32
46-02	REPAIR/MAINT BUILDING	20127	968.59	5	40254	968.59	2	2127.21	241534	238438.20	1
46-03	REPAIR/MAINT-VEHICLES	16913	7103.94	42	33826	7103.94	21	.00	202998	195894.06	4
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	639665	536207.19	84	1282530	716556.66	56	1632210.78	7679260	5330492.56	31
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	1666	1783.26	107	3332	2083.26	63	.00	20000	17916.74	10
48 **	PROMOTIONAL ACTIVITIES	1666	1783.26	107	3332	2083.26	63	.00	20000	17916.74	10
49-00	OTHER CHARGES & OBLIG.	2950	58.76	2	5900	3129.29	53	2940.00	35440	29370.71	17
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	7377.94-	51-	29166	16010.19-	55-	.00	175000	191010.19	9-
49-08	CASH OVER & UNDER	25	77.00	308	50	84.00	168	.00	300	216.00	28
49-09	DOCUMENT RECORDING CHGS	250	440.00-	176-	500	500.00-	100-	.00	3000	3500.00	17-

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.	17808	7682.18-	43-	35616	13296.90-	37-	2940.00	213740	224096.90	5-
52-00	OPERATING SUPPLIES	51916	34139.41	66	104180	157018.35	151	146929.43	623371	319423.22	49
52-07	JANITORIAL SUPPLIES	852	683.39	80	1704	1607.26	94	.00	10240	8632.74	16
52-09	CHEMICALS	270406	237548.34	88	540812	465303.44	86	1859985.13	3244883	919594.43	72
52-30	FUEL OIL & LUBRICANTS	24309	21101.30	87	48618	28621.02	59	72050.43	291755	191083.55	35
52-33	EMPLOYEE HEALTH CENTER	3357	.00	0	6714	.00	0	40291.00	40291	.00	100
52 **	OPERATING SUPPLIES	350840	293472.44	84	702028	652550.07	93	2119255.99	4210540	1438733.94	66
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	.00	45000	45000.00	0
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	.00	45000	45000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3156	9718.00	308	6312	29546.00	468	.00	37905	8359.00	78
54 **	MEMBERSHIP/PUBLICATIONS	3156	9718.00	308	6312	29546.00	468	.00	37905	8359.00	78
55-00	TRAINING	10588	1290.00	12	21176	6590.00	31	16337.00	127082	104155.00	18
55-01	EDA PROGRAM	625	.00	0	1250	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11213	1290.00	12	22426	6590.00	29	16337.00	134582	111655.00	17
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	5416	.00	0	10832	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	10832	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2471084	12094.50	1	4938968	654226.31-	13-	3665262.77	29649819	26638782.54	10
63 **	INFRASTRUCTURE	2471084	12094.50	1	4938968	654226.31-	13-	3665262.77	29649819	26638782.54	10
64-00	MACHINERY & EQUIPMENT	84122	184341.09	219	167226	335458.53	201	55922.48	1008468	617086.99	39

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
64-15	IT HARDWARE	10620	.00	0	21240	.00	0	102960.00	127460	24500.00	81
64 **	MACHINERY & EQUIPMENT	94742	184341.09	195	188466	335458.53	178	158882.48	1135928	641586.99	44
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	44166	.00	0	88332	.00	0	.00	530000	530000.00	0
68 **	INTANGIBLE ASSETS	44166	.00	0	88332	.00	0	.00	530000	530000.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
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	514307	513152.00	100	1027458	1026304.00	100	.00	6170543	5144239.00	17
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	.00	0	1444114	414900.00	29	.00	8664686	8249786.00	5
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	1236364	513152.00	42	2471572	1441204.00	58	.00	14835229	13394025.00	10
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	183388	183388.00	100	.00	1100328	916940.00	17
95 **	NONOPERATING	91694	91694.00	100	183388	183388.00	100	.00	1100328	916940.00	17
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7218640	3435726.27	48	14437281	5918643.10	41	10415703.24	86624676	70290329.66	19
GRAND	TOTAL *********	7218640	3435726.27	48	14437281	5918643.10	41	10415703.24	86624676	70290329.66	19

FY 2018 Budget by Classification Report - Summary Listing

Through 11/30/2017

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	$ 1,426,915		$ 271,463.33	$ 1,155,451.67	19%
MISCELLANEOUS	$ 3,000		$ (604.69)	$ 3,604.69	-20%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 55,000.00	$ 838,769.00	6%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 325,858.64**	**$ 1,997,825.36**	**14%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 90,019.56	$ 564,965.44	14%
OPERATING EXPENDITURES	$ 420,219	$ 30,714.89	$ 26,761.26	$ 362,742.85	14%
CAPITAL OUTLAY	$ 1,238,885	$ 10,000.00	$ (12,687.06)	$ 1,241,572.06	0%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595.00	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 40,714.89**	**$ 104,093.76**	**$ 2,178,875.35**	**6%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 325,858.64**	**$ 1,997,825.36**	**14%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 40,714.89**	**$ 104,093.76**	**$ 2,178,875.35**	**6%**
	$ -	**$ (40,714.89)**	**$ 221,764.88**		

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
50 01	FEMA DISASTER RELIEF	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	118,909	124,489.72	105	237,818	271,463.33	114	1,426,915	1,155,451.67
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,909	124,489.72	105	237,818	271,463.33	114	1,426,915	1,155,451.67
343 **	PHYSICAL ENVIRONMENT	118,909	124,489.72	105	237,818	271,463.33	114	1,426,915	1,155,451.67
340 ***	CHARGES FOR SERVICES	118,909	124,489.72	105	237,818	271,463.33✓	114	1,426,915✓	1,155,451.67✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	.00		500	609.08-	122	3,000	3,609.08
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	.00		500	609.08-	122	3,000	3,609.08
20 00	DIVIDENDS	0	.00		0	4.39		0	4.39-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	250	.00		500	604.69-	121	3,000	3,604.69
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

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								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	.00		500	604.69-	121	3,000	3,604.69
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								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	55,000.00		0	55,000.00		0	55,000.00-
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	74,480	.00		148,960	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		148,960	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	55,000.00	74	148,960	55,000.00	37	893,769	838,769.00
380 ***	OTHER SOURCES(NON-REV)	74,480	55,000.00	74	148,960	55,000.00	37	893,769	838,769.00
FUND TOTAL	STORMWATER UTILITY	193,639	179,489.72	93	387,278	325,858.64	84	2,323,684	1,997,825.36

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	30790	29581.42	96	61580	47497.89	77	.00	369490	321992.11	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	30790	29581.42	96	61580	47497.89	77	.00	369490	321992.11	13
13-00	OTHER SALARIES & WAGES	3553	3992.75	112	7106	6388.41	90	.00	42643	36254.59	15
13 **	OTHER SALARIES & WAGES	3553	3992.75	112	7106	6388.41	90	.00	42643	36254.59	15
14-00	OVERTIME	302	737.01	244	604	1938.78	321	.00	3631	1692.22	53
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	737.01	244	604	1938.78	321	.00	3631	1692.22	53
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	550.00	1222	90	550.00	611	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	550.00	1222	90	550.00	611	.00	550	.00	100
21-00	FICA TAXES	2441	2441.04	100	4882	3857.78	79	.00	29297	25439.22	13
21 **	FICA TAXES	2441	2441.04	100	4882	3857.78	79	.00	29297	25439.22	13
22-00	RETIREMENT CONTRIBUTIONS	3108	3119.18	100	6216	5069.85	82	.00	37298	32228.15	14
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3108	3119.18	100	6216	5069.85	82	.00	37298	32228.15	14
23-00	LIFE/HEALTH INSURANCE	9271	7573.92	82	18542	15258.11	82	.00	111261	96002.89	14
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	9271	7573.92	82	18542	15258.11	82	.00	111261	96002.89	14
24-00	WORKER'S COMPENSATION	4387	4574.69	104	8774	8538.74	97	.00	52655	44116.26	16
24 **	WORKER'S COMPENSATION	4387	4574.69	104	8774	8538.74	97	.00	52655	44116.26	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	680	440.00	65	1360	920.00	68	.00	8160	7240.00	11
27 **	CAFETERIA PLAN	680	440.00	65	1360	920.00	68	.00	8160	7240.00	11
31-00	PROFESSIONAL SERVICES	9583	.00	0	19166	.00	0	4961.00	115000	110039.00	4
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	158.13	40	800	158.13	20	4650.87	4809	.00	100
31 **	PROFESSIONAL SERVICES	10024	158.13	2	20048	158.13	1	9611.87	120309	110539.00	8
34-00	CONTRACT SERVICES	416	.00	0	832	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	15264	15266.00	100	.00	91595	76329.00	17
34 **	CONTRACT SERVICES	8048	7633.00	95	16096	15266.00	95	.00	96595	81329.00	16
39-00	CONTINGENCY	2501	.00	0	5002	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	5002	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	800	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	800	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	200	53.59	27	400	106.98	27	1393.02	2403	903.00	62
41 **	COMMUNICATION	200	53.59	27	400	106.98	27	1393.02	2403	903.00	62
42-00	POSTAGE & FREIGHT	83	32.76	40	166	32.76	20	.00	1000	967.24	3
42 **	POSTAGE & FREIGHT	83	32.76	40	166	32.76	20	.00	1000	967.24	3
43-00	ELECTRIC/WATER/SEWER	1625	1050.34	65	3250	1254.48	39	16228.20	19500	2017.32	90
43 **	ELECTRIC/WATER/SEWER	1625	1050.34	65	3250	1254.48	39	16228.20	19500	2017.32	90
44-00	RENTALS AND LEASES	188	.00	0	459	.00	0	.00	2350	2350.00	0
44 **	RENTALS AND LEASES	188	.00	0	459	.00	0	.00	2350	2350.00	0
45-00	INSURANCE	625	.00	0	1250	1877.25	150	.00	7510	5632.75	25
45 **	INSURANCE	625	.00	0	1250	1877.25	150	.00	7510	5632.75	25

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	2288.02	58	7958	2288.02	29	.00	47750	45461.98	5
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2352	1321.37	56	4704	1321.37	28	.00	28235	26913.63	5
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6331	3609.39	57	12662	3609.39	29	.00	75985	72375.61	5
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.	416	.00	0	832	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	833	167.40-	20-	1666	418.54-	25-	.00	10000	10418.54	4-
49 **	OTHER CHARGES & OBLIG.	1249	167.40-	13-	2498	418.54-	17-	.00	15000	15418.54	3-
52-00	OPERATING SUPPLIES	1148	415.51	36	2296	1118.43	49	1973.80	13780	10687.77	22
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	3456.38	181	3826	3456.38	90	.00	22964	19507.62	15
52-33	EMPLOYEE HEALTH CENTER	125	.00	0	250	.00	0	1508.00	1508	.00	100
52 **	OPERATING SUPPLIES	3186	3871.89	122	6372	4574.81	72	3481.80	38252	30195.39	21
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	83	.00	0	166	.00	0	.00	1000	1000.00	0
54 **	MEMBERSHIP/PUBLICATIONS	83	.00	0	166	.00	0	.00	1000	1000.00	0
55-00	TRAINING	375	300.00	80	750	300.00	40	.00	4500	4200.00	7
55 **	TRAINING	375	300.00	80	750	300.00	40	.00	4500	4200.00	7
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

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	90651	.00	0	181302	12687.06-	7-	10000.00	1087821	1090508.06	0
63 **	INFRASTRUCTURE	90651	.00	0	181302	12687.06-	7-	10000.00	1087821	1090508.06	0
64-00	MACHINERY & EQUIPMENT	12588	.00	0	25176	.00	0	.00	151064	151064.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	12588	.00	0	25176	.00	0	.00	151064	151064.00	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	806	.00	0	1529	.00	0	.00	9595	9595.00	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	806	.00	0	1529	.00	0	.00	9595	9595.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	193623	69551.71	36	387246	104093.76	27	40714.89	2323684	2178875.35	6
GRAND	TOTAL *********	193623	69551.71	36	387246	104093.76	27	40714.89	2323684	2178875.35	6

Legislation Details (With Text)

File #:	17-545	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/15/2017			**In control:**	City Council
On agenda:	1/9/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	November FY 2018 EXPENSE Budget Tracking Worksheet.pdf November FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2017
Agenda Date: January 9, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2018 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 2018 thru November 30, 2017.

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 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
2	Budget Amendments/Transfers		Division 1103 Total	$39,824	
1500 - FINANCE GENERAL ACCOUNTNG					
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ		382
	001-1500-513.49-02	250			
1	Budget Amendments/Transfers		Division 1500 Total	$0	
1600 - GENERAL OPERATIONS					
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
1	Budget Amendments/Transfers		Division 1600 Total	($90,440)	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
1	Budget Amendments/Transfers		Division 1601 Total	$90,440	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	001-2100-521.31-00	3,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
5	Budget Amendments/Transfers		Division 2100 Total	($6,279)	
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
2	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
2	Budget Amendments/Transfers		Division 2132 Total	($1,651)	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
3	Budget Amendments/Transfers		Division 2200 Total	$25,601	
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
1	Budget Amendments/Transfers		Division 3200 Total	($2,256)	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
2	Budget Amendments/Transfers		Division 3290 Total	$12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3500-519.52-00	(500)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 3500 Total	($1,407)	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
	001-3520-572.14-00	5,000			
2 Budget Amendments/Transfers			Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
1 Budget Amendments/Transfers			Division 3540 Total	($790)	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			
	001-3560-519.24-00	(646)			
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
3 Budget Amendments/Transfers			Division 3560 Total	($15,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
28 Total Budget Amendments/Transfers			**GENERAL FUND**	**$42,448**	
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
1 Budget Amendments/Transfers			Division 3230 Total	$0	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/03/17	301-3580-519.62-00	(12,470)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.64-00	12,470			
	301-3580-519.64-00	12,866			
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
3	Budget Amendments/Transfers		Division 3580 Total	$15,000	
	3 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
5	Budget Amendments/Transfers		Division 4010 Total	($600,516)	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
1	Budget Amendments/Transfers		Division 4020 Total	($4,704)	
4025 - WATER FIELD OPERATIONS					
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4025-536.52-00	(700)			
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT		559
	421-4025-536.63-00	35,199			
4	Budget Amendments/Transfers		Division 4025 Total	$809,485	
4055 - ENGINEERING					
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR		362
	421-4055-536.63-00	49,440			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 4055 Total	$0	
4120 - WATER RECLAMATION					
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
1 Budget Amendments/Transfers			Division 4120 Total	($2,100)	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4125-536.52-00	(125)			
2 Budget Amendments/Transfers			Division 4125 Total	($675)	
15 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$201,490**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	423-3570-581.91-01	910			
2 Budget Amendments/Transfers			Division 3570 Total	$327,407	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

49 Transfers & Amendments between 10/1/2017 and 11/30/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **586,345**

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 2018 - Budget Tracking Worksheets\FY 2018 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 12/19/2017

FY 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
3 Budget Amendments/Transfers			Division 0000 Total	$42,448	
3 Total Budget Amendments/Transfers			**GENERAL FUND**	**$42,448**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
1 Budget Amendments/Transfers			Division 0000 Total	$201,490	
1 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$201,490**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

6 Transfers & Amendments between 10/1/2017 and 11/30/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **586,345**

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 2018 - Budget Tracking Worksheets\FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 12/19/2017